

Subject: Site C - Simulation 1/3

From: "Chang, Jane" <Jane.Chang@aecom.com>

Date: Thu, 5 Apr 2012 18:31:11 +0000

To: Matthew Reid <matt.reid@landanddesign.com>, Karl Hill <karlh@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Greg Blodgett <gregl@ci.garden-grove.ca.us>

CC: "Morgan, Jayna" <Jayna.Morgan@aecom.com>

Attached is the Existing Condition.

We are Moving, May 17/18, 2012. Please make note of our new contact information:

Jane Chang, LEED AP
Environmental Planner
Design + Planning
D 714.567.2788
jane.chang@aecom.com

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999 Town & Country Road, Orange, CA 92868
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2737 Campus Drive, Irvine, CA 92612 USA
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www.aecom.com

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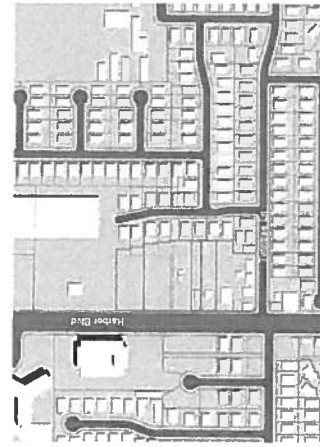
Summer Solstice-June 21st



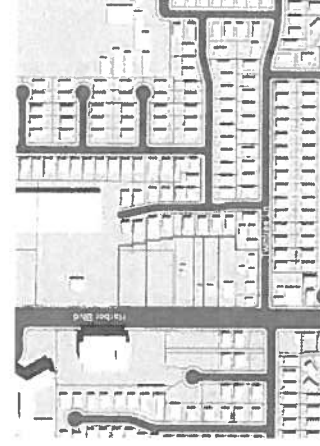
9:00 a.m.



12:00 p.m.



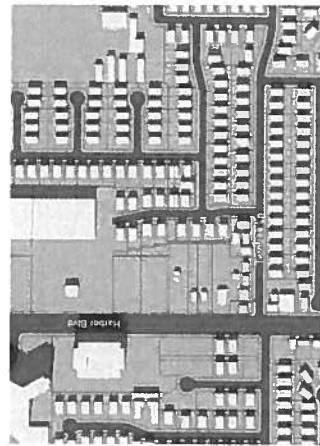
1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8.2010 and AECOM 2011

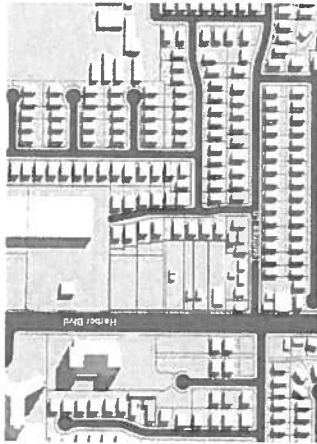
Site Plan



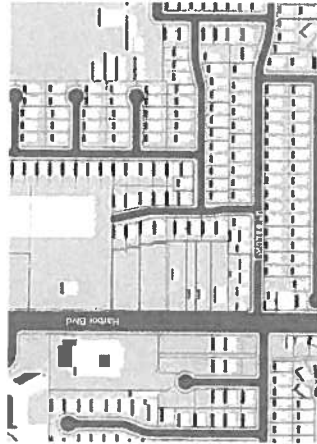
Not to Scale

Summer Solstice-June 21st Shadow Simulation
(Existing Condition)

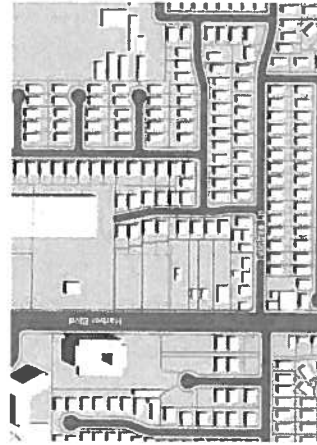
Spring Equinox-March 20th



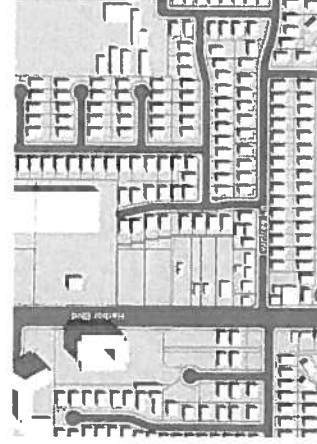
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.*



Site Plan



Not to Scale

NORTH

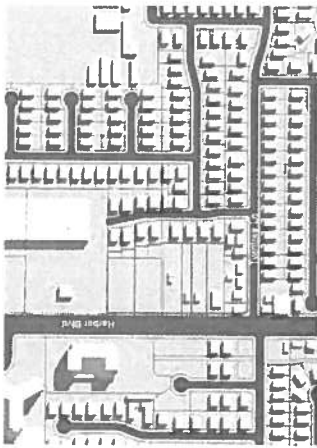
Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8 2010 and AECOM 2011

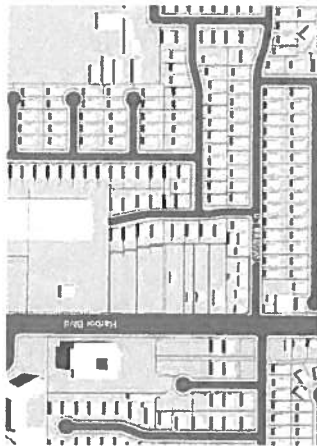
* Sunset is defined as the time when the last part of the Sun is about to disappear below the horizon. As such, the sun is getting relatively close to the horizon even at 6:00pm. This results in very diluted, indistinguishable widespread shadows, and the appearance that everything is being shaded, although it is not yet technically dark or nighttime. The SketchUp model we use for these diagrams takes this into account. This is why the diagrams do not show distinct shadows at 6:00pm.

Spring Equinox-March 20th Shadow Simulation
(Existing Condition)

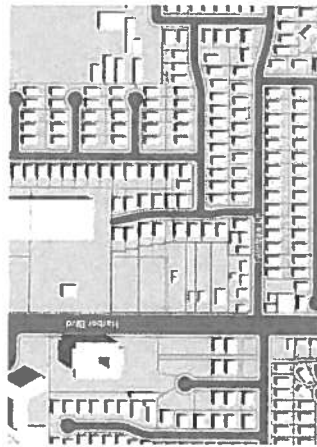
Autumn Equinox-September 23rd



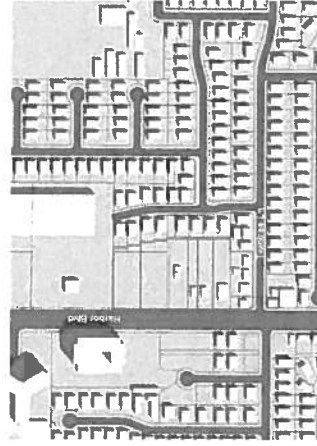
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.*

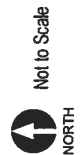


Site Plan

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8 2010 and AECOM 2011

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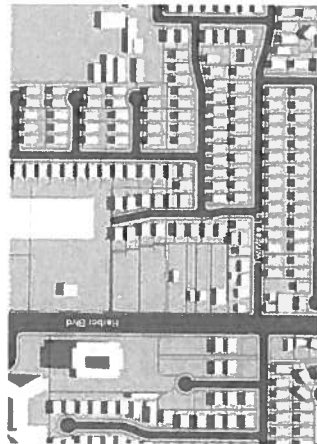


Autumn Equinox-September 23rd Shadow Simulation
(Existing Condition)

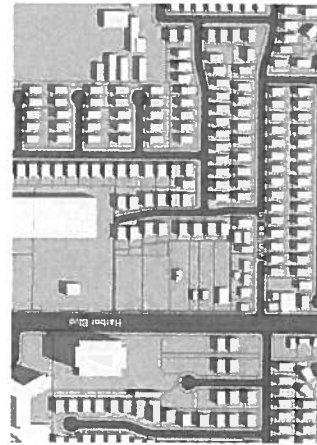
Winter Solstice-December 22nd



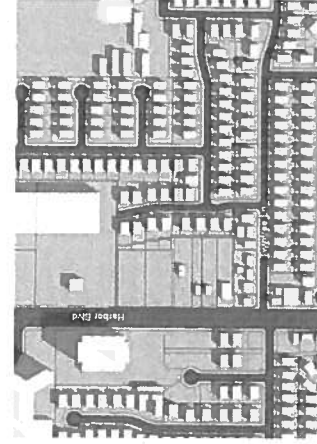
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1:00 p.m.



2:00 p.m.



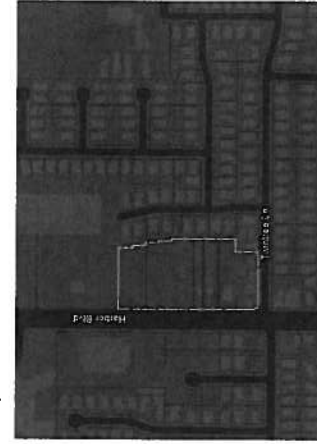
3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.



6:00 p.m.



Not to Scale

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8 2010 and AECOM 2011

* Sunset is defined as the time when the last part of the Sun is about to disappear below the horizon. As such, the sun is peaking relatively close to the horizon even at 6:00pm. This results in very diluted, indistinguishable widespread shadows, and the appearance that everything is being shaded, although it is not technically dark or nighttime. The SketchUp model we use for these diagrams takes this into account. This is why the diagrams do not show distinct shadows at 6:00pm.

Winter Solstice-December 22nd Shadow Simulation
(Existing Condition)

Subject: Site C - Simulation 2/3
From: "Chang, Jane" <Jane.Chang@aecom.com>
Date: Thu, 5 Apr 2012 18:32:11 +0000
To: Matthew Reid <matt.reid@landanddesign.com>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Karl Hill <karlh@ci.garden-grove.ca.us>, Greg Blodgett <gregl@ci.garden-grove.ca.us>
CC: "Morgan, Jayna" <Jayna.Morgan@aecom.com>

Attached is the original simulation done in January 2012.

We are Moving, May 17/18, 2012. Please make note of our new contact information:

Jane Chang, LEED AP
Environmental Planner
Design + Planning
D 714.567.2788
jane.chang@aecom.com

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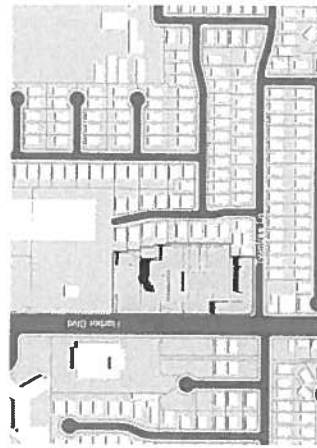
Summer Solstice-June 21st



9:00 a.m.



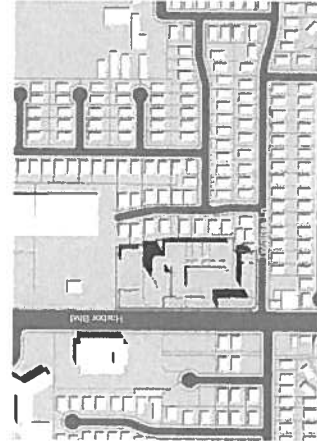
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12:00 p.m.



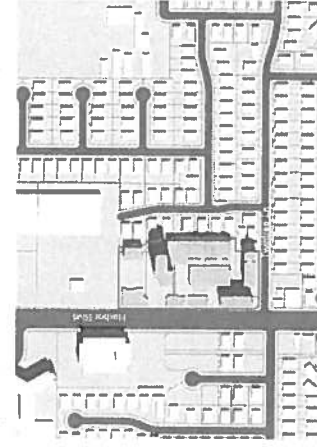
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1:00 p.m.



5:00 p.m.



2:00 p.m.



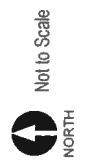
6:00 p.m.

Shade/Shadow Analysis

- Garden Grove
- Proposed Building

Source: Google Sketchup Pro 8 2010 and AECOM 2011

Site Plan



Summer Solstice-June 21st Shadow Simulation

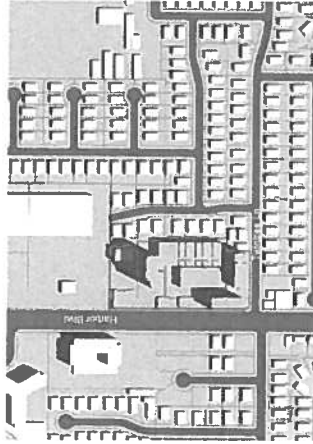
Spring Equinox-March 20th



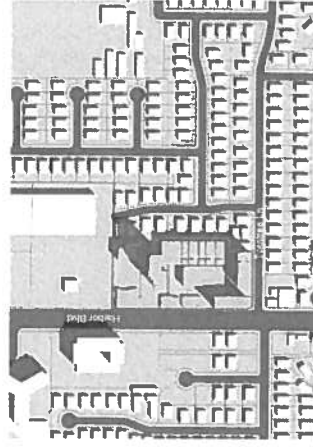
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m. *

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8 2010 and AECOM 2011

* Sunset is defined as the time when the last part of the Sun is about to disappear below the horizon. As such, the sun is getting relatively close to the horizon even at 6:00pm. This results in very diluted, indistinguishable widespread shadows, and the appearance that everything is being shadowed, although it is not yet technically dark or nighttime. The SketchUp model we use for these diagrams takes this into account. This is why the diagrams do not show distinct shadows at 6:00pm.

Site Plan



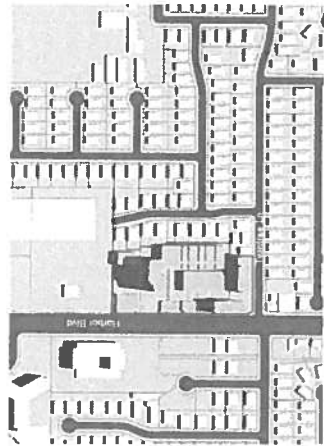
Spring Equinox-March 20th Shadow Simulation

January 2012

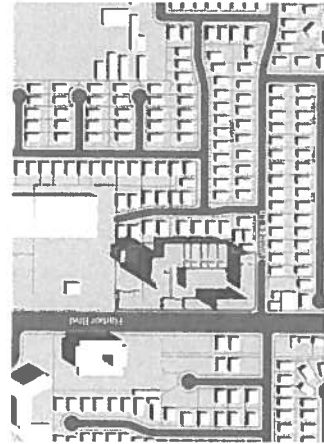
Autumn Equinox-September 23rd



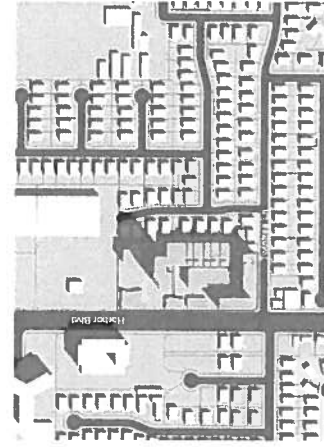
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.*

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8.2010 and AECOM, 2011

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Not to Scale

NORTH

Site Plan

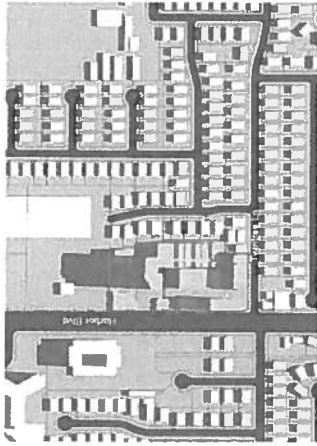
Autumn Equinox-September 23rd Shadow Simulation

January 2012

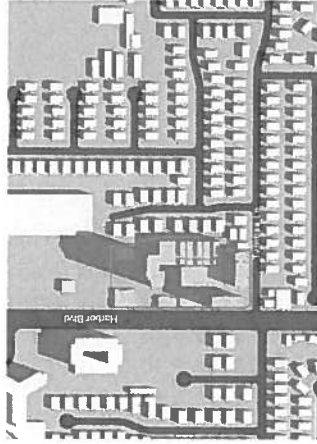
Winter Solstice-December 22nd



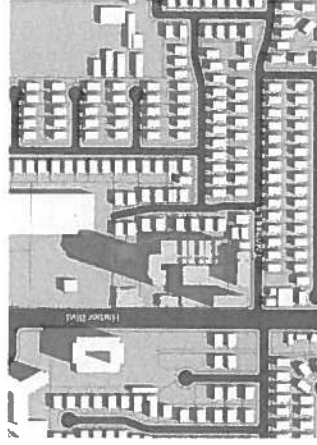
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



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Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8 2010 and AECOON 2011

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Not to Scale
NORTH

Winter Solstice-December 22nd Shadow Simulation

January 2012

Site Plan

Subject: Site C - Simulation 3/3
From: "Chang, Jane" <Jane.Chang@aecom.com>
Date: Thu, 5 Apr 2012 18:34:15 +0000
To: Matthew Reid <matt.reid@landanddesign.com>, Karl Hill <karlh@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Greg Blodgett <greg1@ci.garden-grove.ca.us>
CC: "Morgan, Jayna" <Jayna.Morgan@aecom.com>

Attached is the revised April 2012 simulations, for your review.

This is the last e-mail.

We are Moving, May 17/18, 2012. Please make note of our new contact information:

Jane Chang, LEED AP
Environmental Planner
Design + Planning
D 714.567.2788
jane.chang@aecom.com

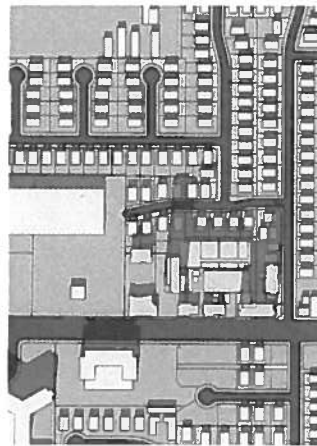
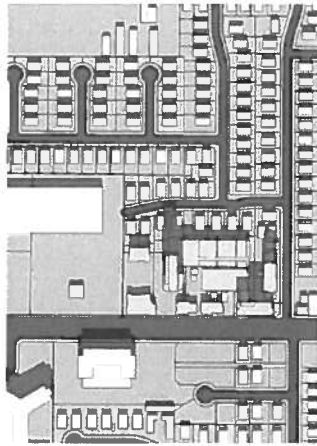
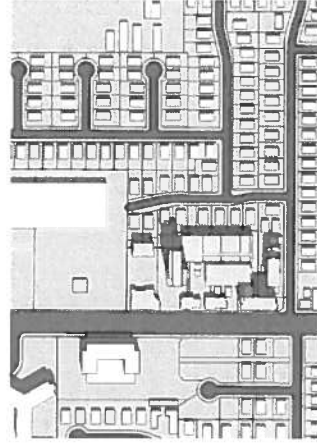
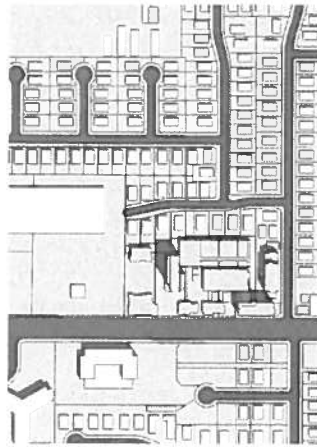
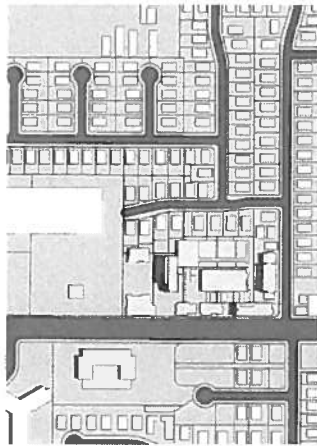
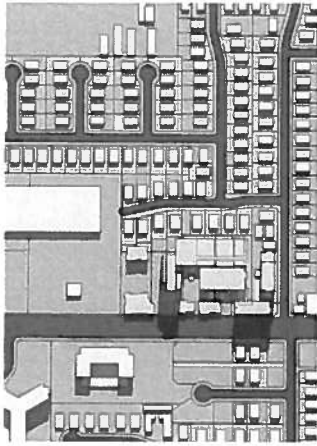
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GardenGrove__ShadeShadow_Rev_Apr2012.pdf	Content-Description: GardenGrove__ShadeShadow_Rev_Apr2012.pdf Content-Type: application/pdf Content-Encoding: base64
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Summer Solstice-June 21st



Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8.2010 and AECOM 2011

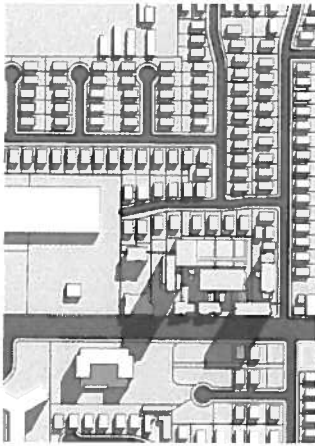
Site Plan



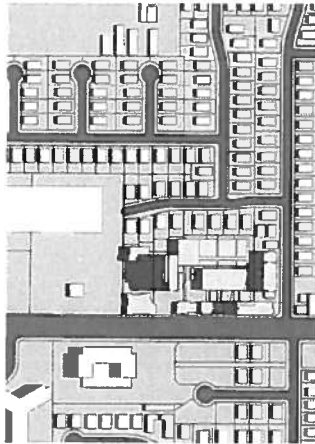
Not to Scale

NORTH

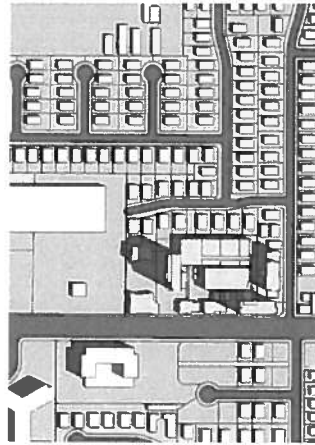
Spring Equinox-March 20th



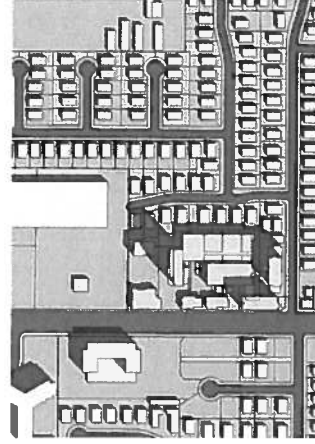
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.

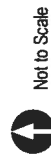


6:00 p.m.

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8 2010 and AECOM 2011

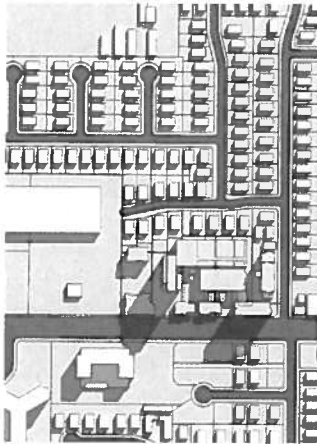
* Sunset is defined as the time when the last part of the Sun is about to disappear below the horizon. As such, the sun is getting relatively close to the horizon even at 6:00pm. This results in very diluted, indistinguishable widespread shadows, and the appearance that everything is being shaded, although it is not yet technically dark or nighttime. The SketchUp model we use for these diagrams takes this into account. This is why the diagrams do not show distinct shadows at 6:00pm.



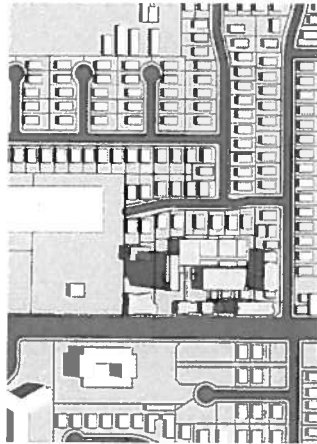
Not to Scale

NORTH

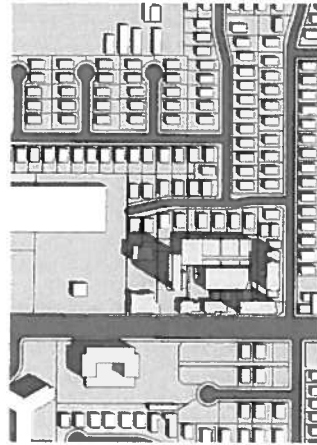
Autumn Equinox-September 23rd



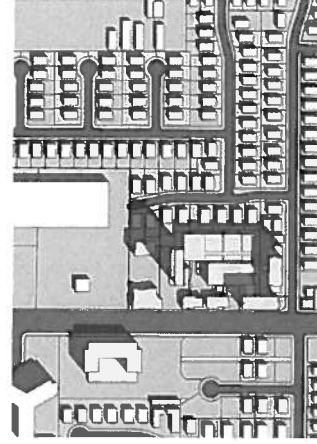
9:00 a.m.



12:00 p.m.



1:00 p.m.



2:00 p.m.



3:00 p.m.



4:00 p.m.



5:00 p.m.



6:00 p.m.*



Site Plan

Shade/Shadow Analysis
Garden Grove
Proposed Building

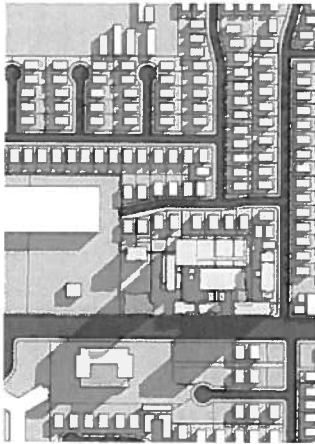
Source: Google SketchUp Pro 8 2010 and AECOON 2011

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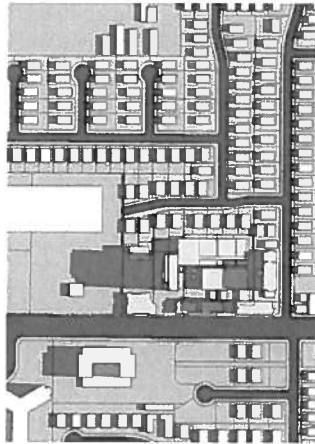


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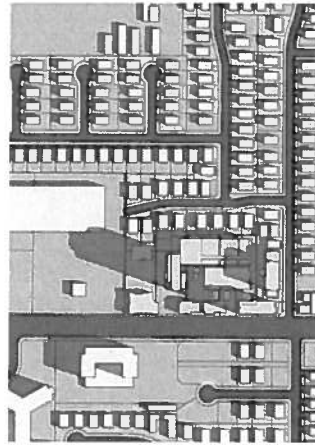
Winter Solstice-December 22nd



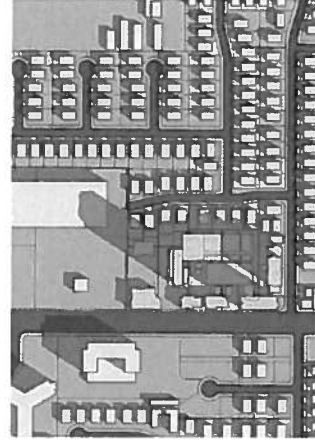
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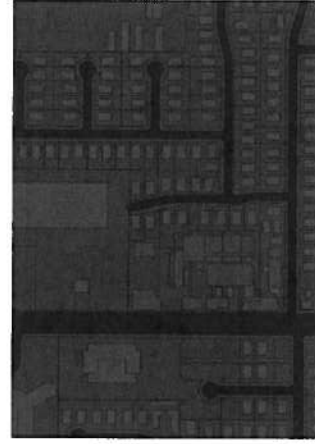
3:00 p.m.



4:00 p.m.



5:00 p.m.*



6:00 p.m.*



Site Plan



Not to Scale

NORTH

Shade/Shadow Analysis
Garden Grove
Proposed Building

Source: Google SketchUp Pro 8.2010 and AECOM, 2011

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Letter to be included in Packet for our project

Subject: Letter to be included in Packet for our project

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Thu, 5 Apr 2012 15:27:50 -0700

To: Greg Blodgett <greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Matt Fertal <mattf@postrat.ci.garden-grove.ca.us>

CC: Dave Rose <drose3@charter.net>

Please include the attached letter in support of our project.
Thank you.

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

2012_04_04 oversight ltr support.pdf	Content-Type: application/pdf Content-Encoding: base64
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Part 1.1.3

Part 1.1.3	Content-Type: text/html Content-Encoding: 7bit
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LAND & DESIGN, INC.

REAL ESTATE | DEVELOPMENT | DESIGN | CONSTRUCTION
HOSPITALITY | MULTI-FAMILY | SUSTAINABLE INTEGRATION

8130 La Mesa Blvd, #808 | La Mesa, CA 91942 | 619.462.4060 o | 619.462.4144 f

April 3, 2012

Honorable Mayor William Dalton
Chairperson, Oversight Committee
and other Oversight Committee Members
Garden Grove Agency for Community Development
11222 Acacia Parkway
Garden Grove CA 92840

VIA EMAIL

Re: Land & Design, Inc. DDA, enforceable obligation dated June 14, 2011.

Honorable Mayor Dalton,

We are writing this letter to express our sincerest encouragement to support our project and fully executed Disposition Development Agreement as an “enforceable obligation” in upcoming hearings.

As you will learn in upcoming staff testimony, presentations and documentation, our project has several KEY elements that garner your close attention and full support including but not limited to economic, educational, fraternal, social and socioeconomic impacts/interest of your community. These elements are as follows:

1. Record of several years of our interest, negotiation, discussion and expense prior to the concept of elimination of Redevelopment Agencies by the State of California.
2. A trial Exclusive Negotiation Period in which Land & Design, Inc. was asked to provide proof that it was capable of executing a project of this size, which was fully supported and approved by City Council acting as the Agency Board. (5-0).
3. Fully executed contract exists, in the form of a Disposition Development Agreement between the Agency and Land & Design, Inc. voted upon, with full (5-0) support on June 14, 2011.
4. City (as lead entitling Agency) moving forward with all obligations of entitlement and land control (pursuant to the DDA).
5. Land & Design, Inc. meeting all timing and condition milestones (pursuant to the DDA).
6. Since receiving unanimous approval from the Agency less than a year ago, Land & Design, Inc. have met with and negotiated the basis of hotel agreements with major international hotel companies, including but not limited to Hyatt and Marriott, for all three (3) hotels. We have also been in negotiations with several nationally branded restaurants and entertainment venues.
7. A commitment to establishing a program “Garden Grove First” whereby our project would solicit bids from local Garden Grove contractors, creating additional jobs.
8. Land & Design, Inc. has shown its commitment to the project by having City Staff meet our capital/development partners. Our international development business partners have over \$100 million in hospitality projects underway in Southern California, anchored with upper upscale/4 star flags and are an established seasoned USCIS EB-5 Regional Center.
9. Land & Design, Inc. has shown additional commitment to the project by undertaking activities/costs that were originally supposed to be performed by the Agency.
10. Our project represents a long-term partnership and commitment with the Garden Grove community in future income generation of \$4 million per year through TOT and other means (for the City/Agency/Successor Agency, etc...), and also the creation of thousands of jobs in the next 2-3 years.

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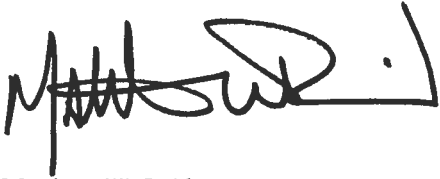
11. This parcel may be the last opportunity to have an internationally branded hotel(s) developed in the City of Garden Grove.
12. Fulfillment of a long-term vision, established many years ago, with the International West Resort Area with Hotels, Restaurants and Entertainment Venues.

Over the last several years we (along with Agency and City Staff) have put a tremendous amount of time, effort and expense into this project to date. Together, have made significant progress towards this project finally becoming a reality. Frankly, in what was the worst economic market in the last 100 years and no one would touch a project like this one, we believed in this project, we believed in this City and we believed in the future of Garden Grove.

Once again, we hope we have you and your Committees full support. If you should have any questions, please call at your convenience. Please call my cell 858.735.1858.

Thank you.

Land & Design, Inc.



Matthew W. Reid
President

cc: Matthew Fertal / City Manager, Garden Grove, CA
David Rose III
Thomas Crosbie / Allen Matkins Leck Gamble Mallory & Natsis, LLP
Tom Clark / City Attorney Garden Grove, CA
Janet Nguyen / Vice Chair, Oversight Committee
Christy Delp / Member, Oversight Committee
Andy Dunn / Member, Oversight Committee
Paul Guerrero / Member, Oversight Committee
Steve Jones / Member, Oversight Committee
Nancy Mefford / Member, Oversight Committee

Tentative map

Subject: Tentative map

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Fri, 6 Apr 2012 05:18:21 -0700

To: Greg Blodgett <Greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@garden-grove.org>

Go with "Option 3A-2 lots"
Thanks.

Sent from my iPhone

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

Subject: Letter to Oversight Committee packet

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Fri, 6 Apr 2012 08:45:42 -0700

To: Greg Blodgett <greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Matt Fertal <mattf@postrat.ci.garden-grove.ca.us>

CC: Dave Rose <drose3@charter.net>, Tom Clark <tclark@sycr.com>, Tom Crosbie <tcrosbie@allenmatkins.com>

See amended letter attached.

Thank you.

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

2012_04_04 oversight ltr support.pdf	Content-Type: application/pdf Content-Encoding: base64
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Part 1.1.3

Part 1.1.3	Content-Type: text/html Content-Encoding: 7bit
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LAND & DESIGN, INC.

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HOSPITALITY | MULTI-FAMILY | SUSTAINABLE INTEGRATION

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April 3, 2012

Honorable Mayor William Dalton
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VIA EMAIL

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We are writing this letter to express our sincerest encouragement to support our project and fully executed Disposition Development Agreement as an “enforceable obligation” in upcoming hearings.

As you will learn in upcoming staff testimony, presentations and documentation, our project has several KEY elements that garner your close attention and full support. Our project is well documented, making excellent progress, meeting all milestones set forth in the DDA and will have a very positive and direct economic impact on your community. Additional elements are below, but certainly not limited to:

1. Record of several years of our interest, negotiation, discussion and expense prior to the concept of elimination of Redevelopment Agencies by the State of California.
2. An Exclusive Negotiation Period in which Land & Design, Inc. was asked to provide proof that it was capable of executing a project of this size (due to the economy), which was fully supported and approved by City Council acting as the Agency Board. (5-0).
3. Fully executed contract exists, in the form of a Disposition Development Agreement between the Agency and Land & Design, Inc. voted upon, with full (5-0) support on June 14, 2011.
4. City (as lead entitling Agency) moving forward with all obligations of entitlement and land control (pursuant to the DDA).
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8. Land & Design, Inc. has shown additional commitment to the project by undertaking activities/costs that were originally supposed to be performed by the Agency.
9. Our project represents a long-term partnership and commitment with the Garden Grove community in future income generation of \$4 million per year through TOT and other means (for the City/Agency/Successor Agency, etc...), and also the creation of approximately 1,000 jobs in the next 2-3 years.

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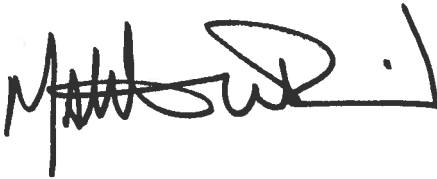
10. This parcel may be the last opportunity to have an internationally branded hotel(s) developed in the City of Garden Grove.
11. Fulfillment of a long-term vision, established many years ago, with the International West Resort Area with Hotels, Restaurants and Entertainment Venues.

Over the last several years we (along with Agency and City Staff) have put a tremendous amount of time, effort and expense into this project to date. Together, have made significant progress towards this project finally becoming a reality. Frankly, in what was the worst economic market in the last 100 years (as declared in AB26 "*The economy and the residents of this state are slowly recovering from the worst recession since the Great Depression*") and no one would touch a project like this one, we believed in this project, we believed in this City and we believed in the future of Garden Grove.

Once again, we hope we have you and your Committees full support. If you should have any questions, please call at your convenience. Please call my cell 858.735.1858.

Thank you.

Land & Design, Inc.



Matthew W. Reid
President

cc: Matthew Fertal / City Manager, Garden Grove, CA
David Rose III
Thomas Crosbie / Allen Matkins Leck Gamble Mallory & Natsis, LLP
Tom Clark / City Attorney Garden Grove, CA
Janet Nguyen / Vice Chair, Oversight Committee
Christy Delp / Member, Oversight Committee
Andy Dunn / Member, Oversight Committee
Paul Guerrero / Member, Oversight Committee
Steve Jones / Member, Oversight Committee
Nancy Mefford / Member, Oversight Committee

Subject: Site C

From: drose3@charter.net

Date: Fri, 6 Apr 2012 20:55:38 +0000

To: "Matt Fertal" <mattf@postrat.ci.garden-grove.ca.us>, "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

CC: "Matt Reid" <matt.reid@landanddesign.com>, "David Rose" <drose3@hotmail.com>

Thank you for meeting with us this morning.

Hopefully we're over-reacting, but I'd rather be safe than sorry.

Happy Easter.

Thanks again.

Dave

Sent via BlackBerry by AT&T

Subject: Schedule acknowledgement
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Mon, 9 Apr 2012 14:33:43 -0700
To: Greg Blodgett <Greg1@ci.garden-grove.ca.us>

Would you please issue us a letter responding to our letter to you regarding the schedule of performance?

Sent from my iPhone

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

Re: Schedule acknowledgement

Subject: Re: Schedule acknowledgement
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Tue, 10 Apr 2012 11:16:12 -0700
To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

What are the next steps after the approval yesterday?

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/user/matthew.reid.ca)

matt.reid@landanddesign.com

On Apr 9, 2012, at 2:49 PM, Greg Blodgett wrote:

Ok

Sent from my iPhone

On Apr 9, 2012, at 2:24 PM, Matthew Reid <matt.reid@landanddesign.com> wrote:

Would you please issue us a letter responding to our letter to you regarding the schedule of performance?

Sent from my iPhone

Matthew Reid

619.335.5896 Google voice

Skype: [matthew.reid.ca](https://www.skype.com/user/matthew.reid.ca)

Subject: Fwd: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study

(JN:0762-2012-01/RK9386)

From: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Date: Tue, 10 Apr 2012 13:05:36 -0700 (PDT)

To: Matthew Reid <matt.reid@landanddesign.com>

CC: "Rose, David" <drose@charter.net>, Paul Guerrero <paulg@ci.garden-grove.ca.us>

Greg Blodgett
SR Project Manager
City of Garden Grove
Economic Development

----- Forwarded Message -----

From: "Miriam Notik" <mn@rkengineer.com>

To: greg1@ci.garden-grove.ca.us

Cc: karlh@ci.garden-grove.ca.us, "Jayna Morgan" <Jayna.Morgan@aecom.com>, "Bob Kahn" <rk@rkengineer.com>, "Rogier Goedecke" <rg@rkengineer.com>, "Bryan Estrada" <be@rkengineer.com>, "Michael Dickerson" <md@rkengineer.com>

Sent: Friday, April 6, 2012 3:14:08 PM

Subject: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study
(JN:0762-2012-01/RK9386)

Dear Mr. Blodgett:

Please find attached, a PDF of the Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (JN:0762-2012-01/RK9386). Upon your request, we would be happy to forward hard-copies of the report to you for your files.

If you have any questions, please do not hesitate to call Rogier Goedecke at (949) 474-0809 extension 211.

We have enjoyed teaming with you on this project and look forward to partnering with you on future projects.

Kind Regards,

Miriam Notik
Administrative Assistant

transportation planning / traffic engineering & design
acoustical engineering / community traffic calming
4000 Westerly Place, Suite 280
Newport Beach , CA 92660
tel. 949.474.0809
fax. 949.474.0902
www.rkengineer.com

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RK9386.pdf

RK9386.pdf	Content-Description: RK9386.pdf
	Content-Type: application/octet-stream
	Content-Encoding: base64

LETTER OF TRANSMITTAL

TO: CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

DATE: April 6, 2012
JOB NO.: 0762-2012-01
SUBJECT: Garden Grove Site "C" Mixed Use
ULI Shared Parking Study

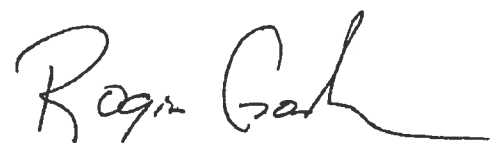
ATTN: Mr. Greg Blodgett

WE ARE FORWARDING: By Messenger By E-Mail
 By Blueprinter By FedEx

NUMBER OF COPIES	DESCRIPTION
1	PDF copy of report for your use

SENT FOR YOUR	STATUS	PLEASE NOTE
<input type="checkbox"/> Approval	<input type="checkbox"/> Preliminary	<input type="checkbox"/> Revisions
<input type="checkbox"/> Signature	<input type="checkbox"/> Revised	<input type="checkbox"/> Additions
<input checked="" type="checkbox"/> Use	<input type="checkbox"/> Approved	<input type="checkbox"/> Omissions
<input type="checkbox"/> File	<input type="checkbox"/> Released	<input type="checkbox"/> Corrections

REMARKS:
Attached is the Garden Grove Site "C" Mixed Use ULI Shared Parking Study.
Please call us at (949) 474-0809 if you have any questions.

BY: 
Rogier Goedecke
Vice President, Operations

COPIES TO:

April 6, 2012

Mr. Greg Blodgett
CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

Subject: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study

Dear Mr. Blodgett:

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this shared parking analysis for the Garden Grove Site "C" Mixed Use Hotel development. The proposed project site is located on the northeast corner of Harbor Boulevard and Twintree Lane, in the City of Garden Grove. The project will consist of 769 rooms (10 to 19 stories) of full and limited service resort hotels, 45,000 square feet of restaurant space on-site via detached pads, and a parking structure. Within the hotels there will be approximately 39,000 square feet of meeting space and 20,000 square feet of restaurant/bar use.

This study is based upon the parameters outlined by the Urban Land Institute (ULI) Shared Parking Model utilizing the City of Garden Grove Municipal Parking Code rates. The applied parking rates and methodology for the analysis were approved by the City of Garden Grove, on March 13, 2012. A primary concern of City staff was to ensure that visitors arriving at the hotel, restaurant, and conference facilities are not parking in the adjacent residential neighborhoods. The study forecasts the potential shared parking conditions of the individual land uses within this mixed-use development.

Based upon the results of this study, the project will have an estimated peak parking demand of 1,229 parking spaces. To ensure adequate parking is provided and to prevent off-site parking, it is recommended that an additional 10% of parking stalls be provided on-site. Therefore, a total of 1,352 parking stalls are recommended.

The proposed Garden Grove Site "C" Mixed Use Hotel development can be successfully implemented within the City of Garden Grove, if the recommended improvements stated in this study are implemented.

Mr. Greg Blodgett
CITY OF GARDEN GROVE
April 6, 2012
Page 2

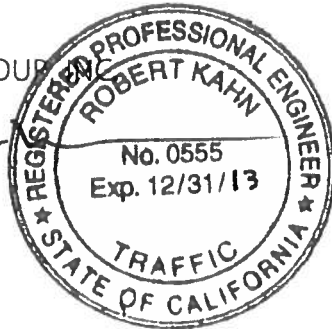
RK is pleased to assist the City of Garden Grove on the proposed Garden Grove Site "C" Mixed Use Hotel Development and looks forward to working together again in the future. If you have any questions regarding this study, or need further review, please do not hesitate to call our office at (949) 474-0809.

Sincerely,
RK ENGINEERING GROUP

Robert Kahn

Robert Kahn, P.E.
Principal

Attachments



Rogier Goedecke

Rogier Goedecke
Vice President, Operations

**GARDEN GROVE SITE "C" MIXED USE HOTEL
ULI SHARED PARKING STUDY
City of Garden Grove, California**

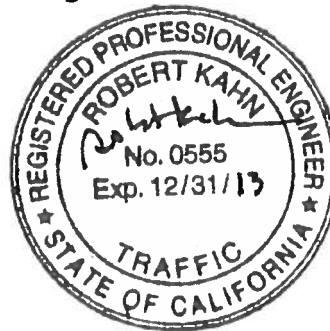
Prepared for:

CITY OF GARDEN GROVE
11222 Acacia Parkway
Garden Grove, CA 92840

Prepared by:

RK ENGINEERING GROUP, INC.
4000 Westerly Place, Suite 280
Newport Beach, CA 92660

**Robert Kahn, P.E.
Rogier Goedecke**



April 6, 2012

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Weekend Parking Demand	E
Peak Month Daily Parking Demand	F
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1.0 Introduction

RK ENGINEERING GROUP, INC. (RK) is pleased to provide this shared parking study for the Garden Grove Site "C" Mixed Use Hotel project located in the City of Garden Grove. The 5.2-acre development is located on the northeast corner of Harbor Boulevard and Twintree Lane, as shown on Exhibit A. The site plan for the project is shown in Exhibit B. The purpose of this study is to (1) determine the potential peak parking demand and (2) develop a shared parking study for the project to determine if the proposed onsite parking can accommodate the future uses.

A summary of the intended project land uses are shown in Table 1. The preliminary parking structure layout is illustrated in Exhibit C. The Garden Grove Site "C" Hotel is a mixed-use development that includes the following:

- Multiple hotels (769 keys total) ranging from 10 to 19 stories, with incidental amenities, such as a conference center/banquet/meeting space, restaurant space, and spa/fitness space
- 45,000 square feet of restaurant space (via detached pad)
- 75 foot high parking structure (Exhibit C)

Based upon the results of this study, the project will have an estimated peak parking demand of 1,229 parking spaces. To ensure adequate parking is provided and to prevent offsite parking, it is recommended that an additional 10% of parking stalls be provided onsite. In engineering practice, it is customary to add an additional 10% to the projected peak parking demand to ensure adequate parking supply during peak parking periods. Generally, it is desirable to have additional stalls available so that a driver can search more efficiently for an available parking stall. Typically a parking garage is considered "full" when spaces are approaching 90% occupancy. The 10% additional parking provides for an ease of use in locating a parking stall and it reduces the probability of offsite parking. Therefore, a total of 1,352 parking stalls are recommended.

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2.0 Parking Analysis

2.1 Parking Analysis

Table 1 shows the City parking requirements per land use within the site. Based upon the City of Garden Grove's Municipal Parking Code, the various uses (hotel, conference center / banquet space, and restaurant) would require 2,539 spaces. The City of Garden Grove Municipal Parking Code is included in Appendix A. As a result of the mixed-use nature of the Garden Grove Site "C" Mixed Use Hotel development, a shared parking analysis was completed to determine if the proposed parking is appropriate to accommodate the overall peak parking demand of the intended uses.

The project land uses are compatible with one another and lend themselves to the use of shared parking because the uses are complimentary (i.e., hotel, banquet facilities, and restaurant), and people could often go there for more than one purpose in only one trip. For example, people staying at the hotel could also dine at the restaurant, therefore reducing the typical parking demand required for the individual uses.

The developer plans to seek relief from parking standards based on the differences in peak usage hours for the individual (complimentary) uses, which will reduce the demand for parking spaces. Furthermore, some of the users of the project will use multiple uses within the project site. The analysis will also assure sufficient parking is provided due to the complimentary uses, which will reduce the demand for parking spaces. A shared parking analysis (Section 2.2) was completed to further investigate the number of parking spaces required to meet the ULI parking model and suffice the City's parking code for onsite parking.

2.2 Shared Parking Analysis

RK used the procedures developed by the Urban Land Institute (ULI) from its 2005 publication, *Shared Parking*, Second Edition. This document contains the latest procedures and data with respect to parking demand and shared parking. Parking demand rates were developed from the City of Garden Grove Municipal Parking Code.

The ULI shared parking analysis evaluates the types of land uses, parking rates, monthly variations of parking demand by land use, differences between weekday and weekend parking demand, the hourly distribution of peak parking demand for each type of land use, and captive versus non-captive parking demand within the project site. The ULI procedures were utilized within this assessment to evaluate the peak parking demand that will occur at the proposed Garden Grove Site "C" Mixed Use Hotel development.

Each individual land use has different parking demand characteristics with respect to the time of day, month, weekday and weekend peak conditions, visitors versus employees, etc.

The peak parking demand was determined by utilizing the City of Garden Grove's Municipal Parking Code, the parking data contained within the ULI *Shared Parking* computer program (Second Edition), evaluating peak demand during weekdays and weekends for all months throughout a year, and the operational characteristics of the proposed land uses within the site.

The program that the ULI has developed is consistent with the procedures included in the ULI *Shared Parking*, Second Edition publication. The following inputs were included within the shared parking computer program for each land use:

1. Peak parking demand by land use for visitors and employees.
2. Captive versus non-captive parking demand.
3. Adjustments for alternative modes of transportation.

4. Hourly Variations of parking demand.
5. Weekday versus weekend adjustment factor.
6. Monthly adjustment factors to account for variations of parking demand over the year.
7. City of Garden Grove Municipal Parking Code.

2.3 Shared Parking Calculations

As described in the above section, the ULI Shared Parking Model was used to evaluate the peak parking demand for the project. The model provided the following parking demand data: monthly variations for each land use, different peaking characteristics between weekday and weekend, hourly distribution of peak parking demand for each land use, modal adjustments, and captive versus non-captive parking demand. ULI has developed their own parking rates based on empirical data for many different land use types. However, RK modified the parking rates within the ULI model to reflect the City of Garden Grove Parking Code rates.

The ULI Shared Parking model also proportions the parking rates between visitors and employees for weekday and weekend conditions, each with their own parking demand characteristics. While the ULI parking rates were modified to reflect the City of Garden Grove Parking Code, the split between employees and visitors identified in the ULI analysis was used. ULI Shared Parking calculations output are included in Appendix B.

By design, a percentage of customers who visit a mixed-use development park at the primary demand generator (the hotel in this case) and will seldom visit the adjoining amenities offered within the direct vicinity of the primary demand generator (restaurant, conference center, etc). The non-captive ratio represents that amount of vehicles which are not counted for the parking of secondary land uses. Example: guests of the hotel whom are already parked onsite may utilize the restaurant. The attached restaurant land use will get a 25% non-captive ratio due to the fact that 75% of the people utilizing the facility are

already parked on-site for the hotel land use. This eliminates double-counting of parking space requirements.

The mode adjustment is the percentage of customers or employees that arrive at the development via car versus other forms of transportation (i.e. bus, taxi, airport shuttle, etc.). The parking rates, non-captive ratios, and mode adjustments utilized in this shared parking study are available in Table 2.

The 20,000 square feet of restaurant will be positioned inside the hotel and will offer food services primarily to guests. An additional 45,000 square feet of restaurant will be located outside of the hotels on a detached pad. It is anticipated that the detached restaurants will cater to 15% of hotel guests and 85% to outside visitors not staying at the hotel. Therefore, an 85% non-captive ratio was calculated for the detached restaurants. This estimated percentage is considered conservative and allows for sufficient parking on-site.

3.0 Findings

The findings of the shared parking model are as follows:

1. The weekday estimated peak-hour parking demand is projected to occur in February during the 12:00 PM hour as indicated in Table 2. The weekday peak parking demand during the month of February requires 1,229 parking spaces. This peak time period is largely due to the assumption that typical convention/meeting space peaks at this time of the year.
2. The weekend estimated peak-hour parking demand is projected to occur in February during the 5:00 PM hour as indicated in Table 2. The weekend peak parking demand during the month of February requires 1,171 parking spaces.
3. Table 3 shows a summary of the projected peak parking demand for every month of the year. As shown in Table 3, the peak parking demand occurs during the month of February. The hotel can accommodate all guests and employees at all times of the year. Exhibit D indicates the peak parking demand for weekday conditions. Exhibit E indicates peak parking demand for weekend conditions. Exhibit F indicates a comparison of weekday versus weekend parking demand during the peak month of the year.
4. A summary of the weekday and weekend peak month parking demand is available in Table 4.
5. Due to the hotel's close proximity to popular destinations like Disneyland, public transportation options are widely available to serve the hotel. The availability of bus routes, bicycle lanes, and sidewalks provide guests and visitors with easy access to the hotel, thereby, decreasing the parking demand for the project.

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4.0 Special Event Parking Management Plan

In order to ensure that adequate parking is provided onsite, a special event parking management plan needs to be implemented. The backbone of the parking management will be the valet and employee parking programs. The onsite parking structure at the project site will accommodate both valet parking and self parking for guests. Parking lot attendants will need to be available to valet park vehicles for all hotel guests.

During peak times and special events, the valet program should be increased to accommodate the additional parking demand. The valet parking system should be flexible in order to increase or reduce the number of reserved valet stalls within the parking structure in order to accommodate the expected vehicle parking demand. The valet parking layout in the parking structure can accommodate more vehicles when it is compared to the self-park parking area because of the additional parking capacity that can be made available due to the ability of a valet's system to double/tandem stack vehicles. The flexibility of the valet parking area will allow for an increase in parking capacity to accommodate increased parking demand during special events.

In order to provide convenient access to parking for hotel guests, employees should be directed to park at a designated location in the upper level of the parking structure. This will allow hotel guests to utilize the available parking at the lower levels of the structure for added convenience. The employee parking area should not be restricted to employees only in order to accommodate additional guest parking as needed.

4.1 Valet Parking Plan

Guests and visitors will be able to participate in the valet parking program established by the hotel and restaurant operators. Valet parking can accommodate more than one (1) vehicle per space during operation due to the ability to double/tandem stack park vehicles. Visitors and guests would enter the site from Harbor Boulevard and drop off their vehicles

at the valet station. Vehicles leaving the site would have the option to traverse to Twintree Avenue towards Harbor Boulevard or traverse directly onto Harbor Boulevard from the primary access point. Vehicles exiting the site on Twintree Avenue will not be able to turn left into the adjacent residential neighborhood. As guests or visitors leave the site, valet staff will deliver vehicles to a pickup/drop-off zone. It is recommended that additional valet parking be supplied during peak demand times. The following recommendations outline some key strategies for an on-going valet parking plan:

1. To avoid queuing for valet parking and self parking, the project site's driveway entrance must be designed properly for vehicle circulation and not cause offsite queuing of vehicles.
2. Develop a valet parking plan that will encourage participation from hotel guests and visitors.
3. Designate a portion of the parking structure for a valet parking configuration. Valet parking locations and size may vary depending on the time of year, day and event.
4. At a minimum, the project site must designate a parking location for three (3) buses at one time. Final bus-turning templates should be provided on a copy of the site plan.
5. The valet parking plans should be adaptable and flexible to meet demand.
6. A properly managed valet parking program can allow for double/tandem parking of vehicles, thereby allowing more vehicles to be efficiently parked within the parking structure. An excellent valet parking management plan can allow more than one vehicle per parking space.
7. The valet parking plan must be designed to sequentially fill parking spaces that will minimize traffic conflicts during operation.
8. The valet parking plan must not block any major drive aisles or hinder the driving ability of emergency vehicles.

5.0 Promoting Alternative Modes of Transportation

Public transit use is the most ideal mode of transportation for project employees. It is a total removal of a vehicle trip from the roadways and the need for a parking space, rather than merely shifting the time of a vehicle trip. Making public transit service available to the site would allow many more tenants to be transported to the project site than would be possible in a single passenger automobile during rush hour. This is an effective way to reduce onsite parking demand.

5.1 Car Pooling

Carpooling can reduce parking demand by at least half, since the passenger is usually another driver. Carpooling has good potential for this project, since it is an office headquarters with a fixed work schedule. Therefore, employees would have a compatible time schedule with each other and would only need to find other carpool partners with similar proximity of destination. The key to starting a carpool is finding a carpool partner. This is called carpool matching and can be done easily either internally with staff in the same office site or externally using a carpool matching services. Additionally, a carpool coordinator should be appointed for the entire site.

Internal carpool matching for employees is relatively easy. The Employee Transportation Coordinator should compile a list of employees interested in carpooling that includes the employees' home cities and work phone number or extension. This list can be posted at the designed Rideshare Information area in the building. Employees who are interested in carpooling can then contact other employees who live close to them and coordinate with each other.

External Carpool matching has become very easy with the Internet. The responsibility for carpool matching now rests on individual county transportation agencies. OCTA and other local transportation agencies now offer online carpool matching via 1-(800) Commute.

This phone number allows users to register their commute information and match the user with a list of other potential carpoolers who have similar commute schedules and home and destination areas. Huntington Beach residents can also use OCTA, Commute/Rideshare which provides personalized ride matching and transportation information based upon one's commute patterns. For more information or to get Rideshare information, visit: <http://www.commutessmart.info> for details.

5.2 Motorcycle Access

Although the automobile is the most common type of vehicle used for commuting in Southern California, other vehicle types exist that accomplish the same purpose with much less traffic and pollution impact.

Motorcycles provide the same amount of mobility cars provide yet produces low traffic and parking impact. They occupy less than half the space of a car, even less compared to a sports utility vehicle (SUV). In traffic, a motorcycle easily bypasses traffic congestion due to its small size. Parking has traditionally been designed for automobiles since motorcycles are not a primary means of transportation, thus no motorcycle parking is usually provided for new developments. A motorcycle often does not enter into the mind of a person when considering transportation. Although motorcycles have some drawbacks compared with an automobile, growing congestion in the region may make motorcycle use more desirable.

5.3 Bicycle Use

Biking should be encouraged since it has low traffic impact, is non-polluting and healthy for the commuter. Southern California is particularly well suited for bicycle commuting due to its temperate climate, and research has indicated that a commute distance of one (1) to seven (7) miles can easily be done on a bicycle.

The Orange County Transportation Authority (bus system) provides racks for bicycles. When boarding, tell the bus driver you will be loading your bike. You can pull down the handle of the rack located on the front of the bus with one hand. There is no need to lean your bike against a bus. The rack features clearly marked directions for front and back wheel placement. When departing, tell the bus driver you will be unloading your bike. Be sure to exit the front of the bus when doing so. Therefore, bike commuting is a very convenient and extends the range of a bike commuter. Bikeways have also been implemented throughout the City, which make bicycling safer and more convenient.

Secure bicycle racks should be provided and placed in proximity to the employee entrance. The lack of bicycle racks is a deterrent to commuters who want to bicycle to work but do not because the lack of secure bicycle racks. This is critical to making bicycle commuting practical. Suggested locations for bicycle racks are shown in Exhibit G.

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6.0 Conclusions and Recommendations

RK has completed the ULI Shared Parking analysis. Based upon this study, RK has determined the peak parking demand and developed a shared parking assessment. Exhibit G and the following outline the conclusions and recommendations for the Garden Grove Site "C" Mixed Use Hotel development:

1. The project consists of a mix of hotel, conference center/banquet/meeting space, and restaurant uses, which are compatible from a shared parking standpoint. Peak parking demand will not occur simultaneously from all of the various uses.
2. Utilizing the shared parking concept, the parking demand for the project has been estimated to be 1,229 parking spaces during peak weekday conditions and 1,171 parking spaces during peak weekend conditions. It is recommended that the project provide at least 1,352 parking spaces.
3. Based upon the shared parking analysis for the proposed uses, the expected parking demand can be accommodated by the proposed parking conditions.
4. The site will operate through the implementation of a valet and self-park parking program (Section 4.1).
5. Provide for a bus/van pick-up and drop-off location site for hotel guests and employees.
6. Encourage alternative transportation methods for employees through transportation management incentives.
7. Onsite bicycle racks should be provided in convenient locations throughout the hotel property (Exhibit G).

8. The project must post "No Parking in Neighborhood" signage (Exhibit G).
9. Up to three (3) bus parking spots must be dedicated for buses (Exhibit G).
10. The project shall monitor its peak parking demand as needed to refine parking management operations at the site.
11. It is anticipated that the emergency services can access the site directly from the main entrance (along Harbor Boulevard) and the side entrance (along Twintree Avenue). Emergency vehicles must have access to the first floor of the parking structure and be able to drive through one (1) entrance and out the other.

Exhibits

Exhibit A Location Map

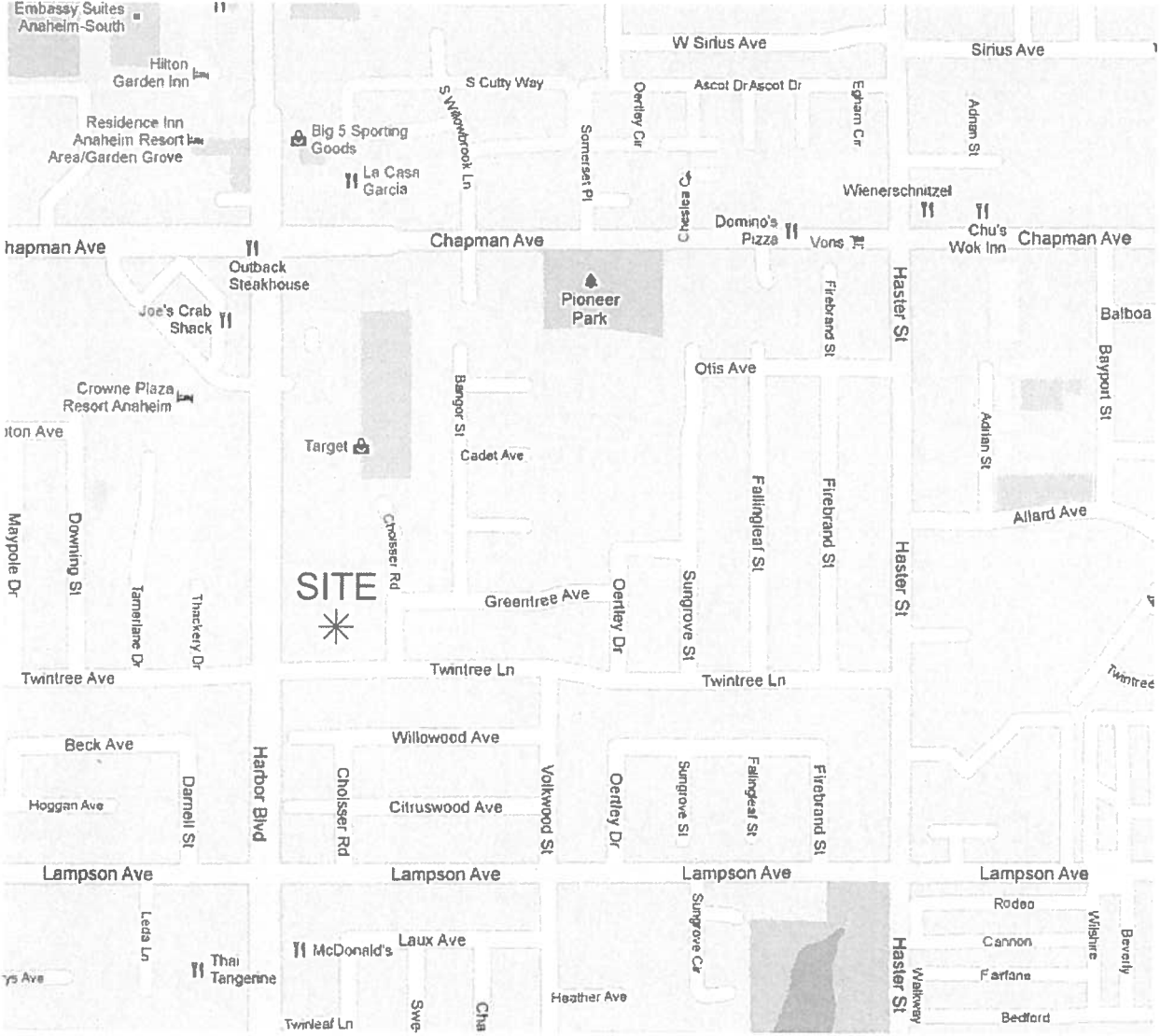


Exhibit B Site Plan

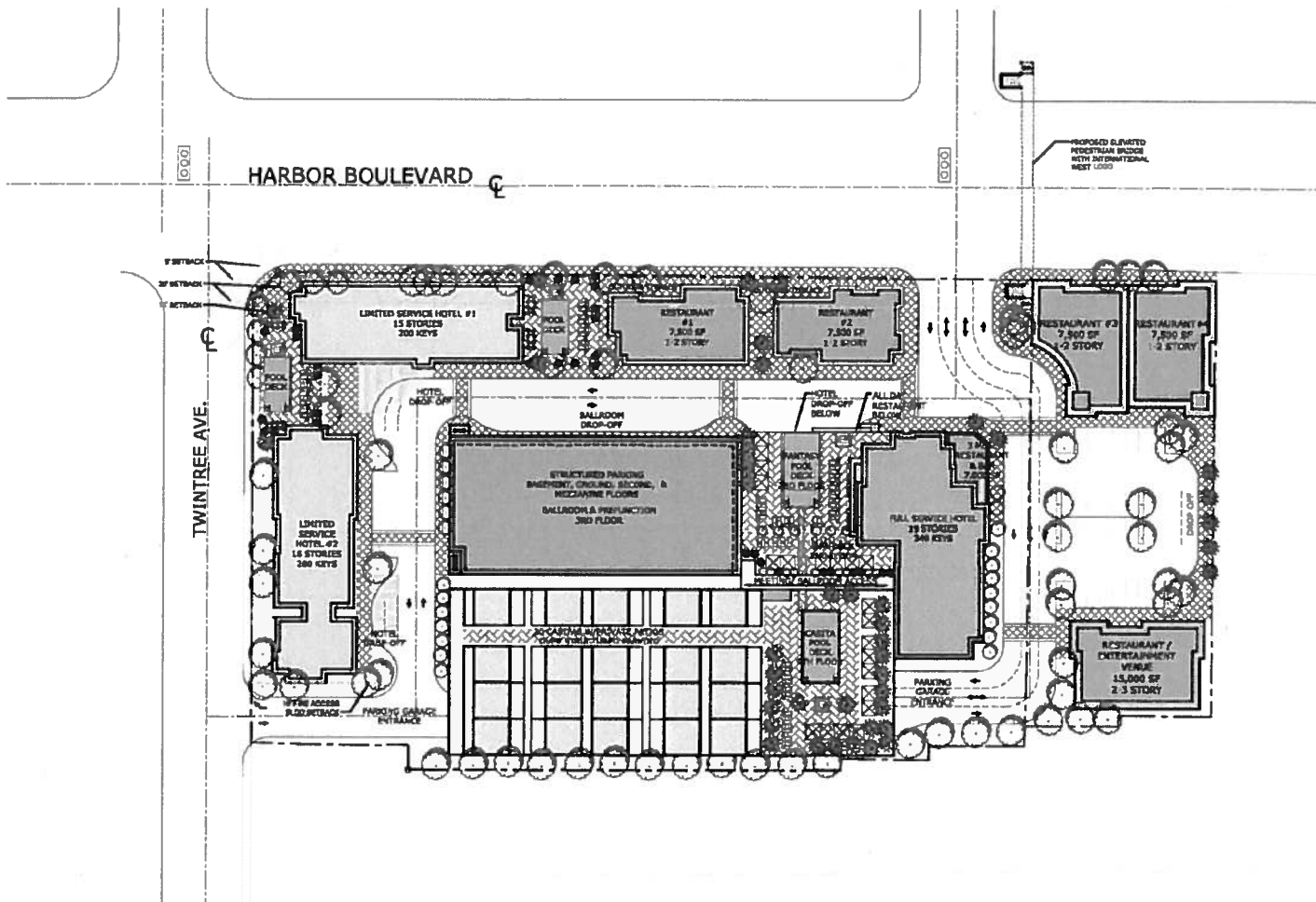


Exhibit C Preliminary Parking Structure Layout

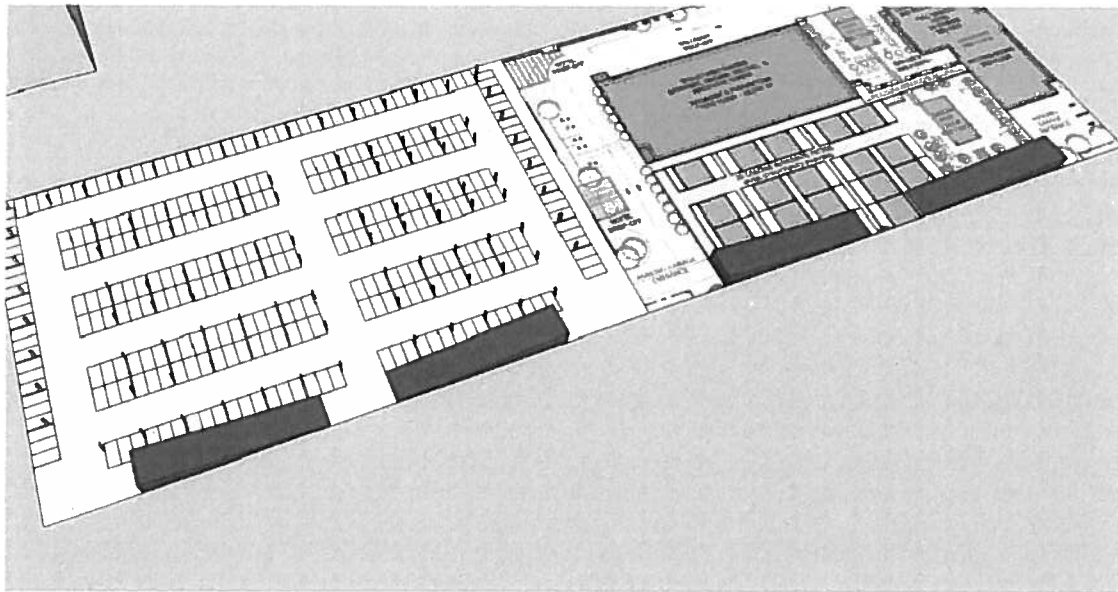
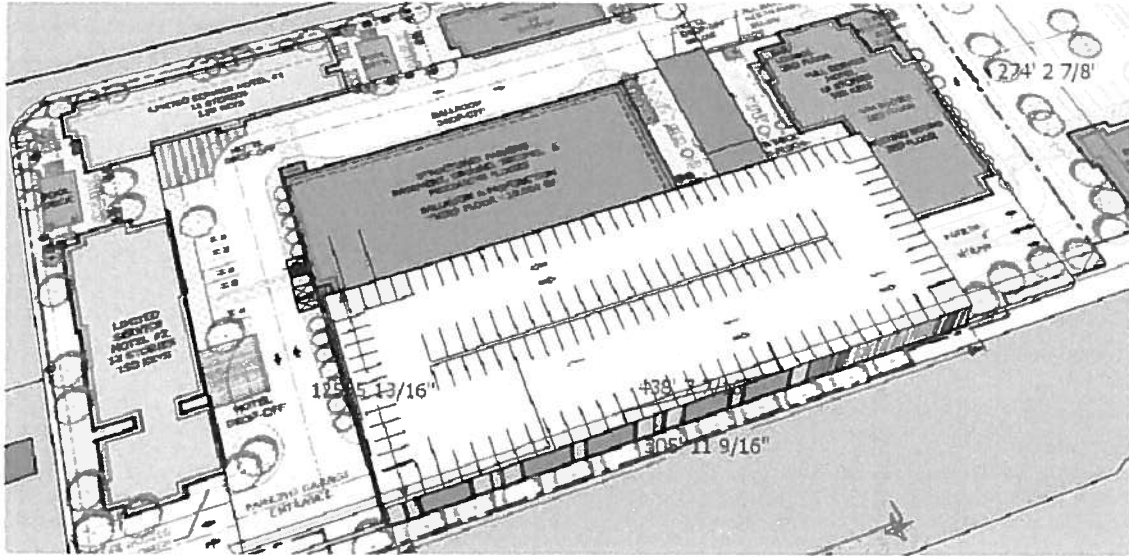


Exhibit D
Weekday Parking Demand

Weekday Month-by-Month Estimated Parking Demand

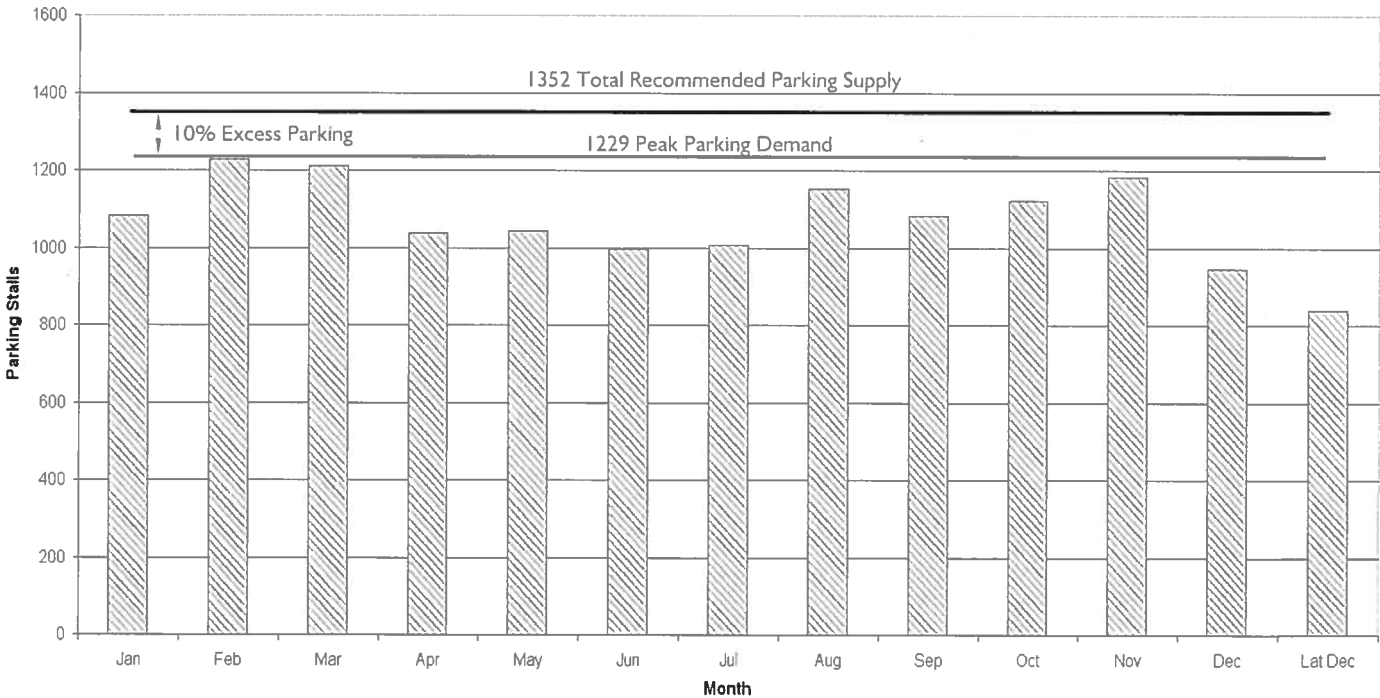


Exhibit E Weekend Parking Demand

Weekend Month-by-Month Estimated Parking Demand

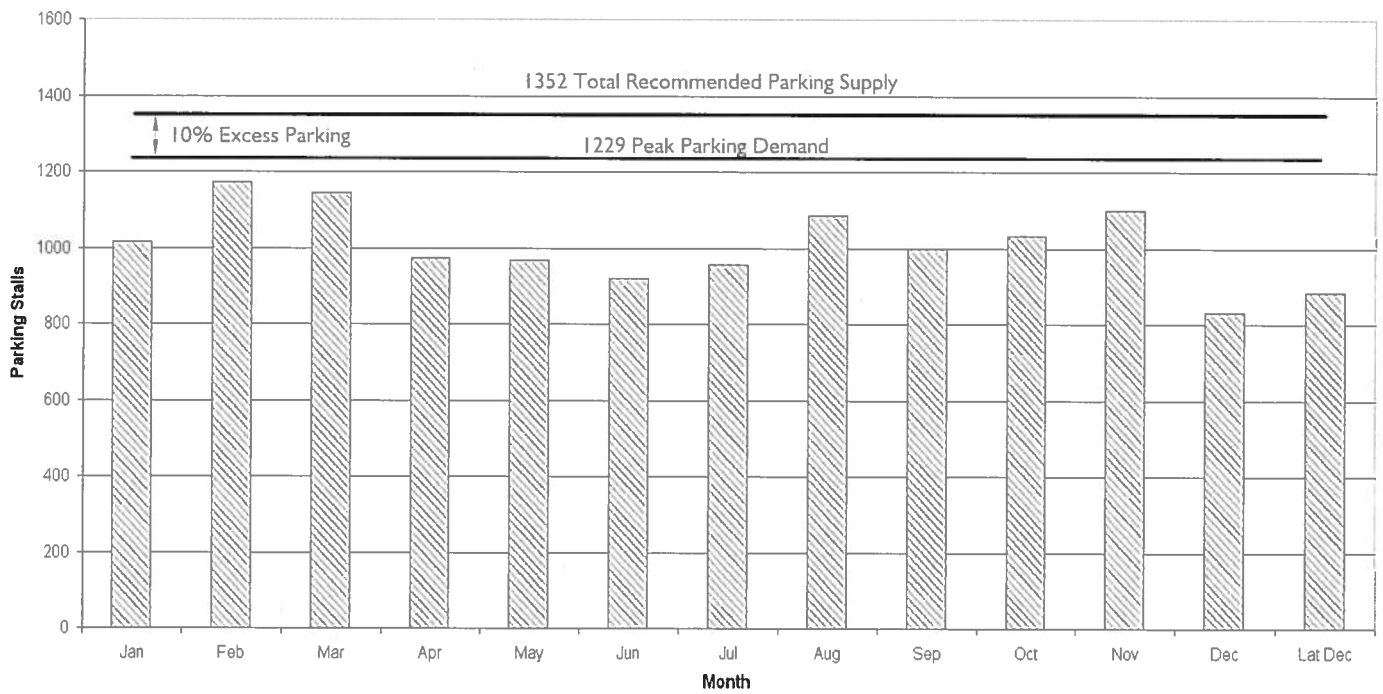


Exhibit F Peak Month Parking Demand

Peak Month Daily Parking Demand by Hour

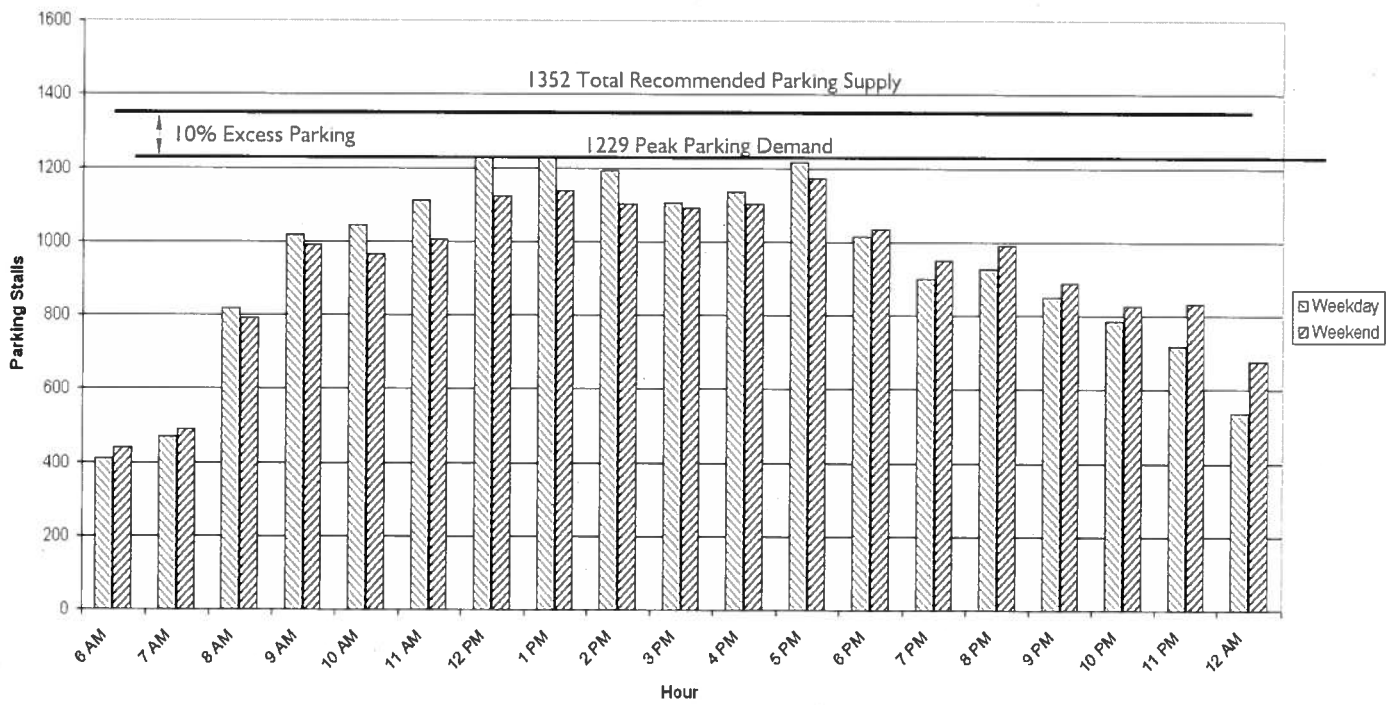
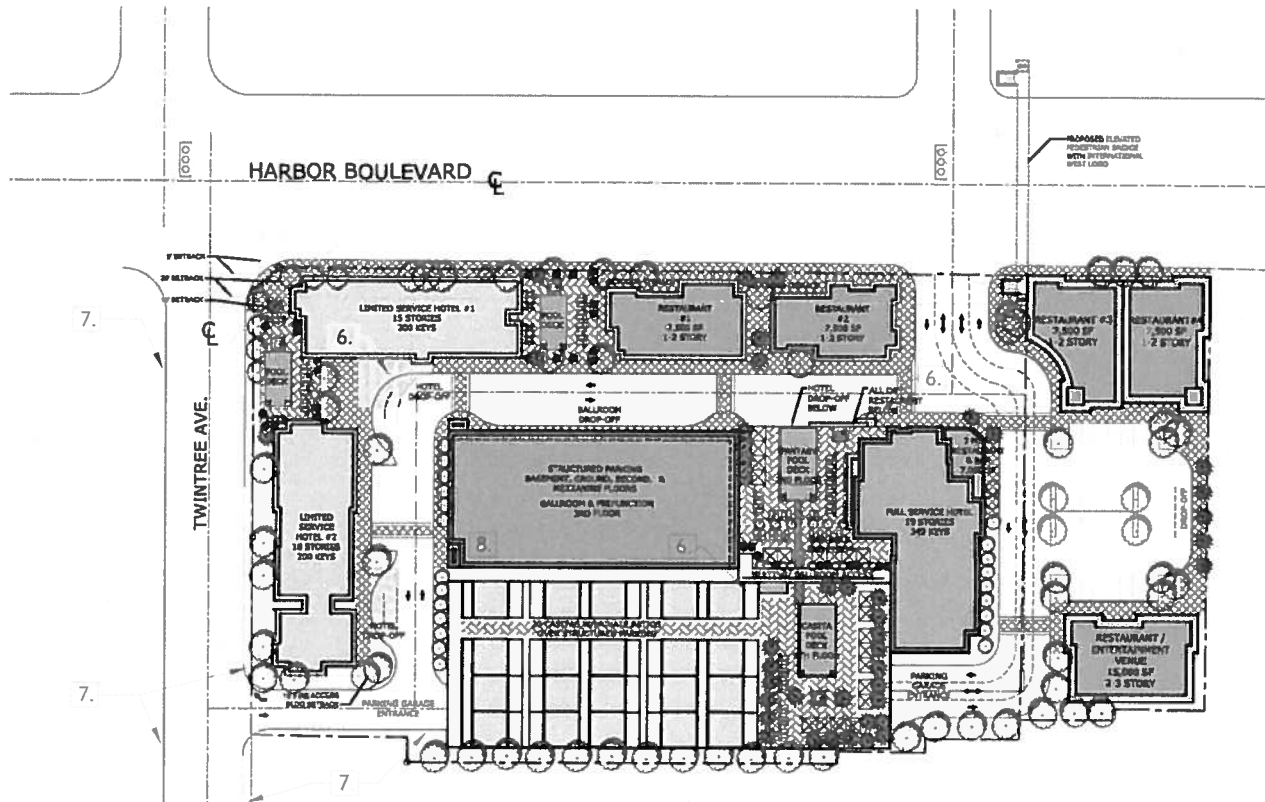


Exhibit G Recommendations



Recommendations

1. Utilizing the shared parking concept, the parking demand for the project has been estimated to be 1,229 parking spaces during peak weekday conditions and 1,171 parking spaces during peak weekend conditions. It is recommended the project provide at least 1,352 parking spaces.
2. The site will operate through the implementation of a valet and self-park parking program (Section 4.1).
3. On-site bicycle racks should be provided in convenient locations throughout the hotel property.
4. The project must post a "No Parking in Neighborhood" signage.
5. Up to three (3) bus parking spots must be dedicated for buses.
6. The project shall monitor its peak parking demand as needed to refine parking management operations at the site.
7. Provide for a bus/van pick-up and drop-off location site for hotel guests and employees.

*The complete list of recommendations are provided on Chapter 6.



Tables

TABLE 1
Garden Grove Site "C" Hotel Mixed Use - Parking Requirements

City of Garden Grove Parking Rates

Land Use	Quantity	Units¹	Parking Rate²	Parking Spaces Required³
Hotel	769	Rooms	1 space per room plus 2 spaces for hotel	775
Conference/ Meeting Banquet	39,000	GFA	1 space per 35 GFA	1,114
Restaurant (In Hotel)	20,000	GFA	1 space per 100 GFA, 10 min.	200
Restaurant (Detached Pad)	45,000	GFA	1 space per 100 GFA, 10 min.	450
Total Number of Parking Spaces Required per the City's Municipal Parking Code				2,539

¹ SF-GFA = Square Feet - Gross Floor Area

² Per the City of Garden Grove Municipal Parking Code

³ All calculations have been rounded up to the nearest number.

Table 2
Peak Month Parking Demand

SHARED PARKING DEMAND SUMMARY

PEAK MONTH: FEBRUARY -- PEAK PERIOD: 12 PM, WEEKDAY

Land Use	Project Data		Weekday				Weekend				Weekday		Weekend		Estimated Parking Demand	Peak Mo Adj February	Estimated Parking Demand		
	Quantity	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Base Rate	Mode Adj	Non-Captive Ratio	Project Rate	Unit	Peak Hr Adj 12 PM	Peak Mo Adj February					
																		sf GLA	rooms
Fine/Casual Dining Restaurant	45,000	sf GLA	8.47	1.00	0.85	7.20	/ksf GLA	8.50	1.00	0.85	7.23	/ksf GLA	0.75	0.86	209	0.86	168		
Employee			1.53	0.90	1.00	1.38	/ksf GLA	1.50	0.90	1.00	1.35	/ksf GLA	0.90	0.95	53	0.95	58		
Hotel-Leisure	769	rooms	0.79	0.70	1.00	0.55	/rooms	0.85	0.70	1.00	0.60	/rooms	0.65	1.00	275	1.00	366		
Restaurant/Lounge	20,000	sf GLA	10.00	1.00	0.25	2.50	/ksf GLA	10.00	1.00	0.25	2.50	/ksf GLA	1.00	0.86	43	0.86	13		
Convention Space (>50 sq ft/guest room)	39,000	sf GLA	28.57	0.85	0.50	12.14	/ksf GLA	28.57	0.85	0.50	12.14	/ksf GLA	1.00	1.00	473	1.00	473		
Employee			0.25	0.90	1.00	0.23	/rooms	0.18	0.90	1.00	0.16	/rooms	1.00	1.00	176	1.00	93		
															Customer		1000	Customer	1020
															Employee		229	Employee	151
															Reserved		0	Reserved	0
															Total		1229	Total	1171

ULI base data have been modified from default values.

TABLE 3
Monthly Peak Parking Demand

Month	Weekdays	Weekend
January	1,082	1,016
February	1,229 ¹	1,171 ²
March	1,210	1,145
April	1,037	974
May	1,044	969
June	995	921
July	1,007	958
August	1,153	1,084
September	1,083	1,000
October	1,121	1,032
November	1,183	1,098
December	946	832
Maximum Demand	1,229	1,171
Additional 10 percent parking	123	117
Total Recommended (Onsite) Parking³	1,352	1,288

¹ Peak month for weekdays

² Peak month for weekends

³ Per the ULI parking code it is recommended that an additional 10% above the maximum parking demand be provided for the entire site

TABLE 4
Peak Month Parking Demand

February
Weekday Estimated Peak-Hour Parking Demand

	Monthly Adj.	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Peak	AM Peak Hr	PM Peak Hr	Eve Peak Hr
		12 PM	1 AM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	12 PM	11 AM	12 PM	6 PM						
Fine/Casual Dining Restaurant	86%	-	-	-	-	42	111	209	209	181	111	139	209	264	278	278	278	264	209	70	209	111	209	264
Employee	95%	-	12	29	44	53	53	53	53	53	44	44	59	59	59	59	59	59	50	21	53	53	53	59
Hotel/Leisure	100%	401	402	381	338	296	296	275	275	296	296	317	338	359	359	381	402	402	423	423	275	296	275	359
Restaurant/Lounge	86%	-	4	13	4	4	4	43	43	14	4	4	13	24	26	30	29	26	17	13	43	2	43	24
Convention Space (> 50 sq ft/guest room)	100%	-	-	237	473	473	473	473	473	473	473	473	473	473	237	142	142	47	-	-	473	473	473	237
Employee	100%	9	52	158	158	176	176	176	176	176	176	158	123	70	35	35	35	35	18	9	176	176	176	70
Customer		401	406	631	815	815	882	1,000	1,000	964	884	933	1,033	884	805	831	756	692	649	506	1,000	882	1,000	884
Employee		9	64	187	202	229	229	229	229	229	220	202	182	129	94	94	94	94	68	30	229	229	229	129
Reserved		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DEMAND		410	470	818	1,017	1,044	1,111	1,229	1,229	1,193	1,104	1,135	1,215	1,013	899	925	850	786	717	536	1,229	1,111	1,229	1,013
																					1,229	1,111	1,229	1,013

February
Weekend Estimated Peak-Hour Parking Demand

	Monthly Adj.	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk	AM Peak Hr	PM Peak Hr	Eve Peak Hr
		12 PM	1 AM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	5 PM	11 AM	5 PM	6 PM						
Fine/Casual Dining Restaurant	86%	-	-	-	-	-	42	140	154	126	126	126	168	252	266	280	252	252	252	140	168	42	168	252
Employee	95%	-	12	17	35	44	44	44	44	44	44	44	58	58	58	58	58	58	49	29	58	44	58	58
Hotel/Leisure	100%	435	435	412	366	320	320	298	298	320	320	343	366	389	389	412	435	435	458	458	366	320	366	389
Restaurant/Lounge	86%	-	4	13	4	4	4	43	43	14	4	4	13	24	26	30	29	26	17	13	43	2	43	24
Convention Space (> 50 sq ft/guest room)	100%	-	-	237	473	473	473	473	473	473	473	473	473	473	237	142	142	47	-	-	473	473	473	237
Employee	100%	6	37	112	112	124	124	124	124	124	124	112	93	75	68	68	68	56	37	93	93	124	93	75
Customer		435	439	662	843	797	837	954	968	933	923	946	1,020	902	823	864	763	713	727	611	1,020	837	1,020	902
Employee		6	49	129	147	168	168	168	168	168	168	156	151	133	126	126	126	114	105	66	151	168	151	133
Reserved		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL DEMAND		441	488	791	990	965	1,005	1,122	1,136	1,101	1,091	1,102	1,171	1,035	949	990	889	827	832	677	1,171	1,005	1,171	1,035
																					1,171	1,005	1,171	1,035

Appendices

Appendix A

City of Garden Grove Parking Requirements

GARDEN GROVE MUNICIPAL CODE (printed 4/22/10)

SECTION 9.16.040.150: Parking spaces required

The number of off-street parking spaces required shall be no less than as set forth in the following schedule. Parking shall be calculated by the maximum building occupancy and/or the gross floor area, as applicable. Where the application of these schedules results in a fractional space, then the resulting fraction shall be rounded up to the higher whole number.

USE	REQUIRED MINIMUM PARKING SPACES
A. Residential Uses.	
1. Preschool/daycare	1 space per care provider and staff member plus 1 space for each 6 children
B. Commercial Uses.	
1. Retail	
a. Under 40,000 square feet	1 space per 200 square feet gross floor area
b. 40,000--100,000 square feet	1 space per 225 square feet gross floor area
c. 100,000+ square feet	1 space per 250 square feet gross floor area
2. Restaurants Eating, Drinking Establishments, Cafes, Cafeterias, Lounges, Bars	
a. Attached 0-16 seats less than 300 s.f. of customer/dining area	1 space per 200 square feet of gross floor area
b. Attached 16+ seats	1 space per 100 square feet of gross floor area with a minimum of 10 spaces
c. Freestanding	1 space per 100 square feet of gross floor area with a minimum of 10 spaces 1 space per 100 square feet of gross floor area
d. With entertainment	(seating and service), plus 1 space per 35 square feet of entertainment area, plus 1 space per 7 square feet of dance floor
3. Service stations	
a. With convenience store	1 space per pump, plus 1 space per 200 square feet of gross floor area of sales area, plus 3 spaces per service bay
b. Without convenience store	1 space per employee, plus 3 spaces per service bay
4. Financial institutions	1 space per 200 square feet of gross floor area if a drive-up window exists. If no window, 1 space per 150 square feet of gross floor area
5. Nursery, home improvement center, building materials,	1 space per 200 square feet gross floor area

furniture, general appliance stores
(large display area)

- | | |
|---|--|
| 6. Hotel and motel manager unit | 1 space per unit plus 2 spaces for hotel |
| 7. Personal service | 1 space per 200 square feet of gross floor area |
| 8. Professional studio | |
| a. Art, music, dance, martial arts | 1 space per employee, plus 1 space per 2 students |
| b. Photography, portrait, radio,
TV, recording | 1 space per 200 square feet of gross floor area |
| c. Karaoke studios | 1 space per 200 square feet of gross floor area
5 times the internal washing capacity for stacking and
drying, plus 1 space per employee based on the
maximum shift, not less than 3 (internal capacity is
defined as conveyor length divided by 20 feet) |
| 9. Automatic car wash | |
| 10. Auto rental | |
| a. Office only | 1 space per 250 square feet of gross floor area |
| b. Vehicle storage | 1 space per 350 square feet of gross floor area of
office, plus 1 space per vehicle
1 space per 400 square feet of gross floor area of
inside display, plus 1 space per 2,000 square feet of
outside display, plus 1 space per 500 square feet of
gross floor area of repair, plus 1 space per 300 square
feet of gross floor area of parts storage and sales area |
| 11. Auto and boat sales, leasing | 1 space per 200 square feet of gross floor area
including auto paint and body of office space, plus 3
spaces per service bay |
| 12. Auto repair and maintenance | |
| C. Office. | |
| 1. General business offices | 1 space per 250 square feet of gross floor area |
| 2. Medical, dental and related
service support facilities | 1 space per 170 square feet of gross floor area |
| D. Industrial Uses. | |
| 1. Industrial uses | |
| a. Buildings less than 20,000
square feet of gross floor area | 2.25 spaces per 1,000 square feet of gross floor area |
| b. Buildings 20,001 to 100,000
square feet of gross floor area | 2 spaces per 1,000 square feet of gross floor area |
| c. Buildings over 100,000 square
feet of gross floor area | 1 space per 1,000 square feet of gross floor area |
| d. Incidental Office: | |
| i. Under 30 percent of gross floor
area | No additional requirements |
| ii. 30 to 50 percent of gross floor | 1 space per 250 square feet of gross floor area |

area of a building

2. Mini-warehouses
1 space per 250 square feet of gross floor area of manager's office and residence, plus 2 covered spaces for manager's residence
- E. Public and Semi-Public.
 1. Hospital
4 spaces per bed
 2. Private school
 - a. Elementary thru high school
1 space per each employee, plus 1 space for each 6 students
 - b. College or university
1 space per employee, plus 1 space per 3 students
 3. Trade school--Adult education
1 space per employee, plus 1 space per 3 students (based on maximum occupancy allowable by building code), or 1 space per 35 square feet of instructional area, plus 1 space per 250 square feet of office space
 4. Churches/religious facilities
Fixed seats: 1 space per each 3 fixed seats
No fixed seats: 1 space for each 21 square feet of area designated for assembly purposes
All ancillary area(s) shall provide 1 space for each 250 square feet of gross floor area
- F. Commercial Recreation.
 1. Golf course
100 spaces per 9 holes; 200 spaces for 18 holes, plus requirements for other facilities
 2. Golf driving range
1.5 spaces per tee
 3. Bowling alley
3 spaces per alley plus spaces for other uses on-site
 4. Movie theaters
 - a. Single screen
.5 space per seat
 - b. Multi screen
.3 space per seat
 5. Arcades, pool hall
1 space per 200 square feet of gross floor area
 6. Night clubs
1 space per 7 square feet of dance floor, plus 1 space per 35 square feet of additional gross floor area
 7. Assembly halls and dance floors
1 space per 7 square feet of dance floor or assembly area, plus 1 space per 35 square feet of additional gross floor area
 8. Spa/health clubs/gyms
1 space per 200 square feet of gross floor area
 9. Private clubs
1 space per each 15 square feet of assembly area
 10. Water oriented parks
 - a. Public swimming pool
1 space per 500 square feet, plus spaces required for other uses on-site
 - b. Amusement park
Parking study required
 11. Skating rinks
1 space per 100 square feet of gross floor area, plus spaces required for other uses on-site

12. Adult entertainment uses

- a. Adult bookstores including video rental and video arcade 1 space per 90 square feet
- b. Adult motion picture theater/mini motion picture theater 1 space per 3 seats, plus 5 spaces for employees
- c. Cabaret 1 space per 25 square feet of gross floor area
- d. Massage parlor 1 space per 200 square feet of gross floor area
- e. Escort bureau/introductory service 1 space per 200 square feet of gross floor area

SECTION 9.16.040.160: Parking: Special requirements

The following parking requirements are applicable to all land uses, unless otherwise stated (spaces provided for the following uses shall be clearly designated by signs, colored lines or other appropriate indicators)

- A. **Handicapped Parking.** Handicapped spaces shall be located to provide easy access to the main building or designated entrance to the building to be used by the physically handicapped in accordance with federal, state and local laws.
 - 1. Parking spaces for the physically handicapped shall be provided at a ratio of not less than one space per forty parking spaces provided on an office, commercial or industrial site and shall count toward fulfilling the total automobile parking requirements.
 - 2. A minimum of one handicapped parking space shall be provided for each nonresidential building that requires more than fifteen spaces.
 - 3. Handicapped spaces shall be identified by blue striping and the installation of the appropriate signage incorporating the international physically handicapped symbol.
- B. **Parking Space Size**
 - 1. All parking spaces, stalls and garages or carports shall conform to minimum stall sizes as adopted by the Planning Commission.
- C. **Compact Car Parking Spaces.** Up to twenty percent of the required parking stalls may be compact parking spaces. Compact stall size is subject to public works standards for compact car spaces.
- D. **Motorcycle Parking Spaces.** Commercial and industrial facilities with twenty-five or more parking spaces shall provide at least one paved designated parking area for use by motorcycles. Said area shall be constructed of concrete.
- E. **Bicycles.** All nonresidential buildings and places of assembly shall provide adequate locking facilities for bicycle parking at any location convenient to the facility for which they are designated.

SECTION 9.16.040.170: Location of parking spaces

- A. All required open parking spaces and garages shall be located on the same building site or within the same development.

1. Off-site parking for new uses or new construction shall only be permitted with the approval of a parking management plan in accordance with Section 180.
 2. If an irrevocable access and/or parking easement is obtained on another site for use and benefit of the site in issue, and such access and/or parking agreement, when fully exercised, does not diminish the available parking capacity of the site subject to the easement to less than required by this division, and a parking management plan is approved, the parking may be on an adjacent site.
- B. All off-street open and enclosed parking spaces shall be located and maintained so as to be accessible and usable for the parking of motor vehicles.
1. Off-street parking spaces shall not be located in any required setback.
 2. All motor vehicles, trailers, vessels, campers and camper shells must be parked or stored on a fully paved surface with approved entrances and exits to the street.
 3. For projects approved and developed after April 25, 1991, where security gates are proposed to be provided, seventy percent of the guest parking spaces shall be located outside the secured area.

SECTION 9.16.040.180: Joint use parking management

- A. Overall parking requirements may vary for mixed use, multi-tenant developments, uses that have staggered hours of operation, or similar uses that have different operational characteristics. Preparation of a parking management plan shall be required for varying parking requirements from standards established by this article as set forth below. When prepared, a parking management plan shall provide applicable parking standards that address current development trends and the benefits of parking alternatives.
- B. Parking Required. A parking management plan shall be required as follows:
1. Where off-site parking is proposed;
 2. Where parking is to be shared or jointly used among the same or different developments; or
 3. Where the number of parking spaces required is proposed to be reduced; however, no proposed reduction may exceed twenty-five percent of the parking required pursuant to this section.
- C. Plan Contents. The parking management plan shall be prepared by a qualified transportation engineer, in accordance with planning commission policy, and shall include, at minimum, the following elements:
1. Breakdown and description of the proposed uses, including their functional and spatial components;
 2. Statement of the functional area square footage based on the proposed plan;
 3. Statement of parking demands by uses for morning, midday and evening periods, and a statement of employee parking demands;

4. A peak-demand calculation by adding the various components together to determine the midday and evening demands with the higher figure represents the minimum number of spaces to be provided, and
 - a. A ten percent increase in the minimum number of spaces shall be added to the peak demand calculation to allow for future changes in the types of uses proposed in the original development plan, and
 - b. Use changes throughout the life of the project requiring more than the ten percent figure shall require the submittal and approval of an amended parking management plan.
5. A cross-check analysis for functional and operational aspects; and
6. Parking management plans shall include a copy of proposed easements or conditions, covenants and restrictions tying the parking agreement to the project in perpetuity, prohibiting revision without city approval. Pre-existing, shared parking proposals shall be accompanied by a recorded off-site parking covenant running with the land.

Appendix B

Urban Land Institute (ULI)
Shared Parking Worksheets

WEEKDAY

January
 Weekday Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Evening Peak Hr 6 PM	
Community Shopping Center (<400 ksf)																								
Employee																								
Regional Shopping Center (400 to 600 ksf)																								
Employee																								
Super Regional Shopping Center (>800 ksf)																								
Employee																								
Food/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Complex Weekday																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Employee																								
Hotel-Leisure																								
Employee																								
Restaurant/Lounge																								
Employee																								
Conference Center/Spa (20 to 50 sq ft/request room)																								
Employee																								
Convention Space (>50 sq ft/request room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Reserved																								
Guest																								
Residential, Owned, Shared Spaces																								
Reserved																								
Guest																								
Office <25 ksf																								
Employee																								
Office 25 to 100 ksf																								
Employee																								
Office 100 to 500 ksf																								
Employee																								
Office >500 ksf																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (Branch) with Drive-in																								
Employee																								
Customer																								
Employee																								
Reserved																								
TOTAL DEMAND	370	428	720	865	888	963	1,082	1,082	1,044	955	964	1,062	917	827	850	797	744	674	493	1,082	963	1,062	917	

LLI Base Data Has Been Modified.

February
 Weekday Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall PK 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Even Peak Hr 6 PM	
Community Shopping Center (4400 ksf)																								
Employee																								
Regional Shopping Center (400 to 600 ksf)																								
Employee																								
Super Regional Shopping Center (>600 ksf)																								
Employee																								
Free/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Complex Weekday																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Employee																								
Hotel-Leisure																								
Employee																								
Restaurant/Lounge																								
Employee																								
Conference Ctr/Banquet (20 to 50 sq ft/request room)																								
Employee																								
Convention Space (>50 sq ft/request room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Employee																								
Reserved																								
Guest																								
Residential, Owned, Shared Spaces																								
Employee																								
Reserved																								
Guest																								
Office <25 ksf																								
Employee																								
Office 25 to 100 ksf																								
Employee																								
Office 100 to 500 ksf																								
Employee																								
Office >500 ksf																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Health Office																								
Employee																								
Bank (Branch) with Drive-In																								
Employee																								
Customer																								
Employee																								
Reserved																								
TOTAL DEMAND	410	470	818	1,017	1,044	1,111	1,228	1,183	1,104	1,135	1,215	1,013	899	925	850	786	717	536	1,229	1,111	1,228	1,111	1,013	

ULI Base Data Has Been Modified.

March
 Weekday Estimated Peak-hour Parking Demand

		6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Even Peak Hr 6 PM
Community Shopping Center (<400 ksf)	84%																							
Employee	80%																							
Regional Shopping Center (400 to 600 ksf)	84%																							
Employee	80%																							
Super Regional Shopping Center (>600 ksf)	84%																							
Employee	80%																							
Fine-Casual Dining Restaurant	85%																							
Employee	100%																							
Family Restaurant	56%																							
Employee	100%																							
Fast-Food Restaurant	95%																							
Employee	100%																							
Nightclub	98%																							
Employee	100%																							
Cinemas Weekday	20%																							
Employee	50%																							
Performing Arts Theater	90%																							
Employee	100%																							
Arana	100%																							
Employee	100%																							
Pro Football Stadium	0%																							
Employee	10%																							
Pro Baseball Stadium	0%																							
Employee	10%																							
Health Club	85%																							
Employee	95%																							
Convention Center	90%																							
Employee	100%																							
Hotel-Business	91%																							
Hotel-Lesure	100%																							
Restaurant/Lounge	95%																							
Conference Center/Barquet (20 to 50 sq ft/quest room)	100%																							
Employee	90%																							
Conference Space (>50 sq ft/quest room)	100%																							
Employee	100%																							
Residential - Rental, Shared Spaces	100%																							
Residential	100%																							
Guest	100%																							
Residential, Owned, Shared Spaces	100%																							
Residential	100%																							
Guest	100%																							
Office <25 ksf	100%																							
Employee	100%																							
Office 25 to 100 ksf	100%																							
Employee	100%																							
Office 100 to 500 ksf	100%																							
Employee	100%																							
Office >500 ksf	100%																							
Employee	100%																							
Data Processing Office	100%																							
Employee	100%																							
Medical/Dental Office	100%																							
Employee	100%																							
Bank (Branch) with Drive-In	100%																							
Employee	100%																							
Customer	401	407	608	769	773	847	847	978	978	937	850	901	1,008	889	821	848	783	721	672	514	978	847	978	888
Employee	9	64	189	205	232	232	232	232	232	232	223	205	185	132	97	97	97	97	71	31	232	232	232	132
Reserved																								
TOTAL DEMAND		410	471	797	974	1,005	1,078	1,210	1,210	1,169	1,073	1,106	1,193	1,021	918	845	880	818	743	545	1,210	1,078	1,210	1,021

LUJ Base Data Has Been Modified.

April
Weekday Estimated Peak-Hour Parking Demand

	8 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk. 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Eve Peak Hr 9 PM	
Community Shopping Center (<400 ksf)																								
Employees																								
Regional Shopping Center (400 to 600 ksf)																								
Employees																								
Sugar Regional Shopping Center (>600 ksf)																								
Employees																								
Flite/Casual Dining Restaurant																								
Employees																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Complex Weekday																								
Employees																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel/Busines																								
Hotel/Lesure																								
Restaurant/Lounge																								
Conference Center/Banquet (20 to 50 sq ft/guest room)																								
Employee																								
Convention Space (>50 sq ft/guest room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Reserved																								
Guest																								
Residential, Owned, Shared Spaces																								
Reserved																								
Guest																								
Office <25 ksf																								
Employee																								
Office 25 to 100 ksf																								
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Office 100 to 500 ksf																								
Employee																								
Office >500 ksf																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (branch) with Drive-in																								
Employee																								
Customer Employee	401	407	525	603	608	678	805	805	765	581	731	836	788	764	790	758	714	685	512	805	678	805	796	
Reserved	9	64	189	205	232	232	232	232	232	223	205	185	192	97	97	97	97	71	31	232	232	232	132	
	410	471	714	808	838	910	1,037	1,037	997	904	936	1,021	930	881	887	855	811	736	543	1,037	910	1,037	930	
TOTAL DEMAND																								

ULJ Base Data Has Been Modified.

May
 Weekday Estimated Peak-Hour Parking Demand

	5 AM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall PR 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Even Peak Hr 6 PM	
Community Shopping Center (<400 ksf)																									
Employee																									
Regional Shopping Center (400 to 600 ksf)																									
Employee																									
Employee																									
Super Regional Shopping Center (>600 ksf)																									
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Employee																									
Fine/Casual Dining Restaurant																									
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Family Restaurant																									
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Complex Weekday																									
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Performing Arts Theater																									
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Arena																									
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Pro Football Stadium																									
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Pro Baseball Stadium																									
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Health Club																									
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Convention Center																									
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Hotel/Leisure																									
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Restaurant/Lounge																									
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Employee																									
Conference/Cat/Banquet (20 to 50 sq ft/guest room)																									
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Employee																									
Convention Space (>50 sq ft/guest room)																									
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Residential, Rental, Shared Spaces																									
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Data Processing Office																									
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Medical/Dental Office																									
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Bank (Branch) with Drive-in																									
Employee																									
Employee																									
100%																									
TOTAL DEMAND																									
Customer																									
Employee																									
Employee																									
Reserved																									
370	430	887	798	834	908	1,044	1,044	1,044	1,044	1,000	902	834	1,020	918	844	868	828	782	704	504	1,044	908	1,044	918	

U.I Base Data Has Been Modified.

July
Westside Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Eve Peak Hr 6 PM	
Community Shopping Center (<400 lot)																								
Employees																								
84%																								
Regional Shopping Center (400 to 600 lot)																								
Employees																								
84%																								
Super Regional Shopping Center (>600 lot)																								
Employees																								
84%																								
Fine/Casual Dining Restaurant																								
Employees																								
98%																								
Family Restaurant																								
Employees																								
100%																								
Fast Food Restaurant																								
Employees																								
100%																								
Nightclub																								
Employees																								
100%																								
Casual Westside																								
Employees																								
75%																								
Performing Arts Theater																								
Employees																								
100%																								
Arena																								
Employees																								
0%																								
Pro Football Stadium																								
Employees																								
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Pro Baseball Stadium																								
Employees																								
100%																								
Health Club																								
Employees																								
65%																								
Employees																								
75%																								
Convention Center																								
Employees																								
45%																								
Hotel-Business																								
Employees																								
95%																								
Hotel-Leisure																								
Employees																								
100%																								
Restaurants/Lounge																								
Employees																								
98%																								
Conference Center/Bar/Lounge (20 to 50 sq ft/guest room)																								
Employees																								
45%																								
Convention Space (>50 sq ft/guest room)																								
Employees																								
100%																								
Residential, Rental, Shared Spaces																								
Employees																								
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Guest																								
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Residential, Owned, Shared Spaces																								
Employees																								
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Office <25 lot																								
Employees																								
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Employees																								
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Office 100 to 500 lot																								
Employees																								
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Office >500 lot																								
Employees																								
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Data Processing Office																								
Employees																								
95%																								
Medical/Dental Office																								
Employees																								
95%																								
Sanit (branch) with Drive-In																								
Employees																								
95%																								
TOTAL DEMAND																								
Customer	401	407	503	556	562	638	775	775	731	641	694	804	785	769	796	773	733	681	517	775	638	775	796	
Employee	9	64	189	205	232	232	232	232	232	223	205	185	132	97	97	97	97	71	31	232	232	232	132	
Reserved																								
410	471	692	761	794	870	1,007	1,007	983	864	899	989	927	863	870	830	752	548			1,007	870	1,007	927	

LLI Base Data Has Been Modified.

September
Weekly Estimated Peak-Hour Parking Demand

	5 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Eve Peak Hr 6 PM	
Community Shopping Center (<400 lot)																								
Employees																								
Regional Shopping Center (400 to 600 lot)																								
Employees																								
Sugar Regional Shopping Center (>600 lot)																								
Employees																								
Fine/Casual Dining Restaurant																								
Employees																								
Family Restaurant																								
Employees																								
Fast Food Restaurant																								
Employees																								
Nightclub																								
Employees																								
Cinplex/Wednesday																								
Employees																								
Performing Arts Theater																								
Employees																								
Arena																								
Employees																								
Pro Football Stadium																								
Employees																								
Pro Baseball Stadium																								
Employees																								
Health Club																								
Employees																								
Convention Center																								
Employees																								
Hotel/Business																								
Employees																								
Hotel/Lounge																								
Employees																								
Conference Ctr/Barquet (20 to 50 sq ft/request room)																								
Employees																								
Convention Space (>50 sq ft/request room)																								
Employees																								
Residential, Rental, Shared Spaces																								
Residential																								
Guest																								
Residential, Owned, Shared Spaces																								
Residential																								
Guest																								
Office <25 lot																								
Employees																								
Office 25 to 100 lot																								
Employees																								
Office 100 to 500 lot																								
Employees																								
Office >500 lot																								
Employees																								
Data Processing Office																								
Employees																								
Medical/Dental Office																								
Employees																								
Bank (Branch) with Drive-In																								
Employees																								
Customer																								
Employee																								
Reserved																								
TOTAL DEMAND																								
	310	370	677	843	882	953	1,083	1,083	947	974	1,053	896	803	823	761	705	627	438		1,083	953	1,083	896	

UJ Base Data Has Been Modified.

November
 Weekday Estimated Peak-Hour Parking Demand

	8 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 12 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Even Peak Hr 6 PM	
Community Shopping Center (<400 lot)																								
Employee																								
Regional Shopping Center (400 to 600 lot)																								
Employee																								
Super Regional Shopping Center (>600 lot)																								
Employee																								
Fine/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Multi-Club																								
Employee																								
Cheaper, Weekday																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Reign Club																								
Employee																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Employee																								
Hotel-Leisure																								
Restaurant/Lounge																								
Employee																								
Conference Banquet (20 to 50 sq ft/guest room)																								
Employee																								
Convention Space (>50 sq ft/guest room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Employee																								
Reserved																								
Guest																								
Residential, Owned, Shared Spaces																								
Reserved																								
Guest																								
Office <25 lot																								
Employee																								
Office 25 to 100 lot																								
Employee																								
Office 100 to 500 lot																								
Employee																								
Office >500 lot																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (Branch) with Drive-In																								
Employee																								
Customer																								
Employee																								
Reserved																								
TOTAL DEMAND																								
	310	370	725	937	977	1,049	1,183	1,183	1,138	1,043	1,072	1,162	951	838	858	777	712	633	437	1,183	1,048	1,183	951	

LUJ Base Data Has Been Modified.

December
 Weekday Estimated Peak-Hour Parking Demand

		December																							
		9 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk	AM Peak Hr	PM Peak Hr	Even Peak Hr	
Community Shopping Center (<400 ksf) Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Regional Shopping Center (400 to 800 ksf) Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Super Regional Shopping Center (>800 ksf) Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Family Restaurant	100%	12	31	47	56	56	56	56	56	56	47	47	56	62	62	62	62	62	62	62	56	56	56	56	62
Fast Food Restaurant	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Multiclub	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Cryptex Weekday	21%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Performing Arts Theater	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Arena	85%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pro Football Stadium	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pro Baseball Stadium	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Club	80%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Convention Center	60%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel-Business	67%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel-Leisure	50%	201	190	169	148	148	137	137	148	148	159	169	180	180	190	190	201	201	211	211	137	148	148	137	180
Restaurant/Lounge	100%	5	15	5	5	5	5	5	17	5	5	5	15	15	30	35	34	30	20	15	50	50	3	50	28
Conference Ctr/Banquet (20 to 50 sq ft/request room)	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Convention Space (>50 sq ft/request room)	60%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	9	52	158	158	176	176	176	176	176	176	158	123	70	35	35	35	35	35	18	9	176	176	176	70
Residential, Rental, Shared Spaces	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserved	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Guest	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential, Owned, Shared Spaces	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserved	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Guest	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office <25 ksf	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office 25 to 100 ksf	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office 100 to 500 ksf	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office >500 ksf	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Office	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical/Dental Office	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank (Branch) with Drive-in	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Customer Employee	100%	201	208	347	458	486	565	714	714	660	567	610	610	658	619	634	587	539	474	307	714	565	714	565	658
Reserved	100%	8	64	189	205	232	232	232	232	232	223	205	185	132	97	97	97	97	71	31	232	232	232	232	132
TOTAL DEMAND		210	270	536	663	718	797	946	946	892	790	815	806	760	718	731	684	636	545	338	946	797	946	797	790

Late December
 Weekday Estimated Peak-Hour Parking Demand

		8 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 9 PM	AM Peak Hr 11 AM	PM Peak Hr 12 PM	Eve Peak Hr 9 PM
Community Shopping Center (<400 ksft)	80%																							
Regional Shopping Center (400 to 600 ksft)	80%																							
Regional Shopping Center (600 to 800 ksft)	80%																							
Sugar Regional Shopping Center (>800 ksft)	80%																							
Employee	90%																							
Office 25 to 100 ksft	80%																							
Office 100 to 500 ksft	80%																							
Office >500 ksft	80%																							
Data Processing Office	80%																							
Medical/Dental Office	80%																							
Bank (branch) with Drive-In	80%																							
Employee	80%																							
Customer	80%																							
Employee	80%																							
Reserved																								
TOTAL DEMAND																								
Employee		401	407	365	343	347	421	554	554	512	424	476	563	677	696	722	742	723	673	514	742	421	554	742
Employee		9	64	189	205	232	232	232	232	232	232	205	185	132	97	97	97	97	71	31	97	232	232	97
Reserved		410	471	584	548	578	653	788	788	744	647	681	768	809	793	819	839	820	744	545	839	653	788	839

LLI Base Data Has Been Modified.

WEEKEND

January
Weekend Estimated Peak-Hour Parking Demand

	8 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 5 PM	AM Peak Hr 11 AM	PM Peak Hr 5 PM	Even Peak Hr 6 PM	
Community Shopping Center (<400 ksf)																								
Employee	58%																							
Regional Shopping Center (100 to 600 ksf)																								
Employee	80%																							
Super Regional Shopping Center (>800 ksf)																								
Employee	58%																							
Fine Casual Dining Restaurant																								
Employee	85%	12	17	35	44	44	44	44	44	44	44	44	58	58	58	58	49	28	139	167	42	167	250	
Family Restaurant	85%																							
Employee	85%																							
Fast Food Restaurant	85%																							
Employee	85%																							
Nightclub	84%																							
Employee	84%																							
Casual Restaurant	71%																							
Employee	71%																							
Performing Arts Theater	90%																							
Employee	90%																							
Arena	100%																							
Employee	100%																							
Pro Football Stadium	0%																							
Employee	0%																							
Pro Baseball Stadium	0%																							
Employee	0%																							
Health Club	100%																							
Employee	100%																							
Convention Center	75%																							
Employee	75%																							
Hotel/Business	85%																							
Employee	85%																							
Hotel/Resort	71%																							
Employee	71%																							
Restaurant/Lounge	80%	391	371	330	268	268	268	268	268	268	288	309	330	350	371	391	391	412	412	330	288	330	350	
Employee	80%																							
Conference Center/Banquet (20 to 50 sq ft/quest room)	85%	4	13	4	4	4	4	4	4	4	4	4	13	24	30	29	28	17	13	13	2	13	24	
Employee	85%																							
Convention Space (>50 sq ft/quest room)	100%																							
Employee	100%	6	37	112	112	124	124	124	124	124	124	112	93	75	68	68	56	37	37	83	124	93	75	
Residential, Rental, Shared Spaces	100%																							
Employee	100%																							
Guest	100%																							
Residential, Owned, Shared Spaces	100%																							
Employee	100%																							
Residential	100%																							
Employee	100%																							
Office <25 ksf	100%																							
Employee	100%																							
Office 25 to 100 ksf	100%																							
Employee	100%																							
Office 100 to 500 ksf	100%																							
Employee	100%																							
Office >500 ksf	100%																							
Employee	100%																							
Data Processing Office	100%																							
Employee	100%																							
Medical/Dental Office	100%																							
Employee	100%																							
Bank (Branch) with Drive-In	100%																							
Employee	100%																							
Customer Employee Reserved	391	395	562	689	647	687	805	819	782	772	793	865	902	747	786	706	687	679	584	865	687	865	802	
TOTAL DEMAND	6	43	129	147	168	188	188	188	188	188	188	156	133	126	126	114	105	66	151	151	108	151	133	
Overall Pk	397	444	691	836	815	855	973	987	990	940	949	1,016	935	873	912	832	781	784	630	1,016	855	1,016	935	

UJI Base Data Has Been Modified.

February
Weekend Estimated Peak-Hour Parking Demand

	5 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 5 PM	AM Peak Hr 11 AM	PM Peak Hr 5 PM	Evening Peak Hr 6 PM	
Community Shopping Center (<400 lot)																								
Employee																								
Regional Shopping Center (400 to 800 lot)																								
Employee																								
Super Regional Shopping Center (>800 lot)																								
Employee																								
Free/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Cineplex Weekend																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Employee																								
Hotel-Leisure																								
Employee/Lounge																								
Employee																								
Conference Ctr/Banquet (20 to 50 sq ft/request room)																								
Employee																								
Convention Space (>50 sq ft/request room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Residential																								
Residential																								
Residential, Owned, Shared Spaces																								
Residential																								
Residential																								
Office <25 lot																								
Employee																								
Office 25 to 100 lot																								
Employee																								
Office 100 to 500 lot																								
Employee																								
Office >500 lot																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (Branch) with Drive-In																								
Employee																								
TOTAL DEMAND	435	439	862	843	797	837	964	968	933	923	946	1,020	902	823	864	763	713	727	611	1,020	837	1,020	902	
Customer	6	49	129	147	168	168	168	168	168	166	156	151	133	126	126	126	114	105	66	151	168	168	133	
Employee	441	488	791	990	965	1,005	1,122	1,138	1,101	1,091	1,102	1,171	1,035	949	990	899	827	632	677	1,171	1,005	1,171	1,035	
Reserved																								

U.I. Base Data Has Been Modified.

March
Weekend Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk. 5 PM	AM Peak Ht. 11 AM	PM Peak Ht. 5 PM	Even Peak Ht. 6 PM	
Community Shopping Center (<400 tsf)																								
Employee																								
Regional Shopping Center (400 to 600 tsf)																								
Employee																								
Super Regional Shopping Center (>600 tsf)																								
Employee																								
Fine/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Cheaper Weekend																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Employee																								
Home-Leisure																								
Restaurant/Lounge																								
Employee																								
Conference/Barbecue (20 to 50 sq ft/request room)																								
Employee																								
Convention Space (>50 sq ft/request room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Employee																								
Guest																								
Residential, Owned, Shared Spaces																								
Employee																								
Guest																								
Office <25 tsf																								
Employee																								
Office 25 to 100 tsf																								
Employee																								
Office 100 to 500 tsf																								
Employee																								
Office >500 tsf																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (branch) with Drive-in																								
Employee																								
Customer																								
Employee																								
Reserved																								
TOTAL DEMAND	441	489	780	945	921	964	1,095	1,110	1,071	1,060	1,071	1,145	1,041	967	1,010	916	857	882	694	1,145	964	1,145	1,041	

ULI Base Data Has Been Modified.

April
Weekend Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 5 PM	AM Peak Hr 11 AM	PM Peak Hr 5 PM	Eve Peak Hr 8 PM		
Community Shopping Center (4400 ksf)																									
Employees																									
Regional Shopping Center (400 to 500 ksf)																									
Employee																									
Super Regional Shopping Center (>600 ksf)																									
Employee																									
Fine Casual Dining Restaurant																									
Employee																									
Family Restaurant																									
Employee																									
Fast Food Restaurant																									
Employee																									
Nightclub																									
Employee																									
Cinemas, Warehouse																									
Employee																									
Performing Arts Theater																									
Employee																									
Arena																									
Employee																									
Pro Football Stadium																									
Employee																									
Pro Baseball Stadium																									
Employee																									
Health Club																									
Employee																									
Convention Center																									
Employee																									
Hotel-Business																									
Employee																									
Hotel-Luxury																									
Employee																									
Restaurant/Lounge																									
Employee																									
Conference Center/Banquet (20 to 50 sq ft/guest room)																									
Employee																									
Convention Space (>50 sq ft/guest room)																									
Employee																									
Residential, Rental, Shared Spaces																									
Reserved																									
Guest																									
Residential, Owned, Shared Spaces																									
Reserved																									
Guest																									
Office <25 ksf																									
Employee																									
Office 25 to 100 ksf																									
Employee																									
Office 100 to 500 ksf																									
Employee																									
Office >500 ksf																									
Employee																									
Data Processing Office																									
Employee																									
Medical/Dental Office																									
Employee																									
Bank (Branch) with Drive-th																									
Employee																									
Customer																									
Employee																									
Reserved																									
441	489	666	760	755	797	924	939	900	880	901	974	950	900	952	891	850	854	650							
TOTAL DEMAND																							974	974	974

U.I. Base Data Has Been Modified.

Max
Weekend Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall PK 5 PM	AM Peak Hr 11 AM	PM Peak Hr 5 PM	Even Peak Hr 6 PM	
Community Shopping Center (<400 ks)																								
Employees																								
Regional Shopping Center (600 to 800 ks)																								
Employees																								
Super Regional Shopping Center (>800 ks)																								
Employees																								
Fine/Casual Dining Restaurant																								
Employees																								
Family Restaurant																								
Employees																								
Fast Food Restaurant																								
Employees																								
Nightclub																								
Employees																								
Complex Weekend																								
Employees																								
Performing Arts Theater																								
Employees																								
Arena																								
Employees																								
Pro Football Stadium																								
Employees																								
Pro Baseball Stadium																								
Employees																								
Health Club																								
Employees																								
Convention Center																								
Employees																								
Hotel/Business																								
Employees																								
Hotel/Laundry																								
Employees																								
Restaurant/Lounge																								
Employees																								
Conference Center/Barquet (20 to 50 sq ft/guest room)																								
Employees																								
Convention Space (>50 sq ft/guest room)																								
Employees																								
Residential, Rental, Shared Spaces																								
Guest																								
Residential, Owned, Shared Spaces																								
Reserved																								
Guest																								
Office <25 ks																								
Employees																								
Office 25 to 100 ks																								
Employees																								
Office 100 to 500 ks																								
Employees																								
Office >500 ks																								
Employees																								
Data Processing Office																								
Employees																								
Medical/Dental Office																								
Employees																								
Bank (Branch) with Drive-in																								
Employees																								
Customer																								
Employees																								
Reserved																								
TOTAL DEMAND																								
397	445	657	768	747	791	791	926	942	896	887	896	968	935	890	931	861	818	820	650					

ULI Base Data Has Been Modified.

June
Weekend Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pr. 5 PM	AM Peak Hr 11 AM	PM Peak Hr 5 PM	Eve Peak Hr 8 PM	
Community Shopping Center (<400 ks)	67%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	60%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential Shopping Center (400 to 600 ks)	67%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	80%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Super Regional Shopping Center (>600 ks)	67%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	80%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fine/Casual Dining Restaurant	85%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Family Restaurant	95%	12	18	37	46	46	46	46	46	46	46	46	46	61	61	61	61	61	61	61	46	46	61	61
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fast Food Restaurant	85%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Nightclub	91%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Church	82%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Performing Arts Theater	90%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Arena	75%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	75%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pro Football Stadium	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	10%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pro Baseball Stadium	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Health Club	65%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	75%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Convention Center	50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	60%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hotel-Business	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	90%	391	391	371	330	288	268	268	268	268	268	268	268	268	268	268	268	268	268	268	268	268	268	268
Hotel-Lesure	95%	5	14	5	5	2	48	48	16	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
Restaurant/Lounge	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Conference Center (20 to 50 sq ft/request room)	50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	6	37	112	112	124	124	124	124	124	124	112	93	75	88	68	68	68	68	68	68	68	68	68
Residential, Rental, Shared Spaces	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserved	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Guest	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Residential, Owned, Shared Spaces	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Reserved	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Guest	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office <25 ks	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office 25 to 100 ks	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office 100 to 500 ks	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Office >500 ks	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Office	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Medical/Dental Office	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank (Branch) with Drive-In	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee	100%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Customer		391	396	503	572	530	574	708	724	681	670	691	767	773	745	785	726	699	710	581	767	574	767	785
Employee		6	49	130	149	170	170	170	170	170	170	158	154	136	129	129	129	117	108	68	154	170	154	129
Reserved		397	445	633	721	700	744	878	894	851	840	849	921	909	874	914	855	816	818	649	921	744	921	914
TOTAL DEMAND																								

LJI Base Data Has Been Modified.

July
 Weekend Estimated Peak-Hour Parking Demand

Activity / Location / Employee Type	Overall Pk		AM Peak Hr		PM Peak Hr		Eve Peak Hr	
	8 PM	11 AM	5 PM	8 PM	11 AM	8 PM		
Community Shopping Center (4000 sqft)								
Employee	64%							
Regional Shopping Center (400 to 600 sqft)								
Employee	80%							
Super Regional Shopping Center (>600 sqft)								
Employee	84%							
Fine/Casual Dining Restaurant								
Employee	98%	48	160	175	144	144	191	319
Family Restaurant								
Employee	98%	45	160	175	144	144	191	319
Fast Food Restaurant								
Employee	95%	46	160	175	144	144	191	319
Nightclub								
Employee	94%	46	160	175	144	144	191	319
Employee	100%	46	160	175	144	144	191	319
Employee	92%	46	160	175	144	144	191	319
Employee	100%	46	160	175	144	144	191	319
Performing Arts Theater								
Employee	90%	46	160	175	144	144	191	319
Arena	0%							
Employee	10%							
Pro Football Stadium	0%							
Employee	10%							
Pro Baseball Stadium	100%							
Employee	100%							
Health Club	85%							
Employee	75%							
Convention Center	45%							
Employee	55%							
Hotel-Business	96%							
Hotel-Lesure	100%	435	435	412	366	389	412	435
Restaurant/Lounge	96%	5	15	5	5	15	27	29
Conference/ Banquet (20 to 50 sq ft/quest room)	100%							
Employee	45%	107	213	213	213	213	107	64
Residential, Rental, Shared Spaces	100%	6	37	112	112	124	124	124
Reserve!	100%							
Guest	100%							
Residential, Owned, Shared Spaces	100%							
Reserve!	100%							
Guest	100%							
Office <25 sq ft	95%							
Employee	95%							
Office 25 to 100 sq ft	95%							
Employee	95%							
Office 100 to 500 sq ft	95%							
Employee	95%							
Office >500 sq ft	95%							
Employee	95%							
Data Processing Office	95%							
Employee	95%							
Medical/Dental Office	95%							
Employee	95%							
Bank (Branch) with Drive-In	95%							
Employee	95%							
TOTAL DEMAND		411	488	564	723	708	753	880
Customer	435	440	534	584	538	563	720	735
Employee	6	49	130	149	170	170	170	170
Reserve!								
Overall Pk 8 PM	319	48	61	46	61	81	61	61
AM Peak Hr 11 AM	48	48	191	46	46	191	48	48
PM Peak Hr 5 PM	319	48	61	61	61	61	61	61
Eve Peak Hr 8 PM	319	48	61	61	61	61	61	61

LULU Base Data Has Been Modified.

September

Weekend Estimated Peak-Hour Parking Demand

	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk	AM Peak Hr	PM Peak Hr	Eve Peak Hr	
Community Shopping Center (<400 ks) Employee																				178	44	178	266	
Regional Shopping Center (400 to 800 ks) Employee																				61	46	61	61	
Sugar Regional Shopping Center (>800 ks) Employee																								
Fine/Casual Dining Restaurant Employee	12	18	37	46	46	46	46	46	61	61	61	61	61	61	61	61	61	61	61	178	44	178	266	
Family Restaurant Employee																								
Fast Food Restaurant Employee																								
Nightclub Employee																								
Chester Weekend Employee																								
Performing Arts Theater Employee																								
Arena Employee																								
Pro Football Stadium Employee																								
Pro Baseball Stadium Employee																								
Health Club Employee																								
Convention Center Employee																								
Hotel-Business Employee	326	326	308	275	240	240	223	223	240	240	258	275	292	292	308	326	326	343	343	275	240	275	292	
Hotel-Lesure Employee			5	14	5	2	45	45	15	5	5	5	14	25	27	32	30	27	18	14	14	2	14	
Restaurant/Lounge Employee																								
Conference/Convention (20 to 50 sq ft/quest room) Employee				180	378	378	378	378	378	378	378	378	378	378	378	378	378	378	378	378	378	378	378	
Residential, Rental, Shared Spaces Employee	6	37	112	112	124	124	124	124	124	124	124	112	93	75	68	68	68	55	37	93	124	93	75	
Reserved Guest																								
Residential, Owned, Shared Spaces Employee																								
Reserved Guest																								
Office <25 ks Employee																								
Office 25 to 100 ks Employee																								
Office 100 to 500 ks Employee																								
Office >500 ks Employee																								
Data Processing Office Employee																								
Medical/Dental Office Employee																								
Bank (Branch) with Drive-in Employee																								
Customer Employee	326	331	512	659	624	665	795	810	767	757	775	846	772	714	751	660	619	627	505	846	665	846	772	
Reserved Employee	6	49	130	149	170	170	170	170	170	170	158	154	136	129	129	129	117	106	68	154	170	154	136	
TOTAL DEMAND	332	390	642	805	794	835	965	960	937	927	833	1,000	908	843	890	789	736	735	573	1,000	835	1,000	908	

LIJ Base Data Has Been Modified.

October
Weekend Estimated Peak-Hour Parking Demand

	5 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk 5 PM	AM Peak Hr 11 AM	PM Peak Hr 5 PM	Eve Peak Hr 6 PM	
Community Shopping Center (<400 ksf)																								
Employee																								
Regional Shopping Center (400 to 600 ksf)																								
Employee																								
Sugar Regional Shopping Center (>600 ksf)																								
Employee																								
Final/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Fast Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Complex/Wine/Event																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Hotel-Leisure																								
Restaurant/Lounge																								
Conference/Bar/Event (>50 sq ft/quest room)																								
Employee																								
Residential, Rental, Shared Spaces																								
Guest																								
Residential, Owned, Shared Spaces																								
Guest																								
Office <25 ksf																								
Employee																								
Office 25 to 100 ksf																								
Employee																								
Office 100 to 500 ksf																								
Employee																								
Office >500 ksf																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (Branch) with Drive-In																								
Employee																								
CUSTOMER																								
Employee																								
Reserve																								
TOTAL DEMAND																								
332	390	654	831	817	861	899	1,014	968	957	963	1,032	956	867	808	753	751	581			1,032	861	1,032	936	

LUJ Base Data Has Been Modified.

November
Weekend Estimated Peak-Hour Parking Demand

	8 AM	7 AM	6 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pk	AM Peak Hr 9 AM - 11 AM	PM Peak Hr 5 PM - 7 PM	Peak Hr 11 AM - 1 PM	Evening Peak Hr 8 PM - 9 PM
Community Shopping Center (<400 ks)																								
Employee	72%																							
Regional Shopping Center (400 to 600 ks)																								
Employee	90%																							
Employee	72%																							
Sugar Regional Shopping Center (>600 ks)																								
Employee	90%																							
Employee	72%																							
Employee	90%																							
Employee	93%																							
Employee	100%																							
Family Restaurant		12	18	37	46	46	46	46	46	46	46	46	61	61	61	61	61	61	52	31	182	45	182	272
Employee																								
Employee																								
East Food Restaurant																								
Employee																								
Employee																								
Nightclub																								
Employee																								
Employee																								
Complex Weekend																								
Employee																								
Employee																								
Performing Arts Theater																								
Employee																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Employee																								
Health Club																								
Employee																								
Employee																								
Convention Center																								
Employee																								
Employee																								
Hotel-Business																								
Employee																								
Hotel-Business																								
Employee																								
Restaurant/Lounge		328	328	309	275	240	240	223	223	240	240	258	275	292	292	309	328	343	343	275	240	275	240	275
Employee																								
Employee																								
Conference Center																								
Employee																								
Employee																								
Residential, Rental, Shared Spaces																								
Employee																								
Employee																								
Guest																								
Residential, Owned, Shared Spaces																								
Employee																								
Employee																								
Employee																								
Employee																								
Employee																								
Office <25 ks																								
Employee																								
Employee																								
Office 25 to 100 ks																								
Employee																								
Employee																								
Office 100 to 500 ks																								
Employee																								
Employee																								
Office >500 ks																								
Employee																								
Employee																								
Data Processing Office																								
Employee																								
Employee																								
Medical/Dental Office																								
Employee																								
Employee																								
Bank (Branch) with Drive-In																								
Employee																								
Employee																								
Customer																								
Employee																								
Employee																								
Reserved																								
TOTAL DEMAND																								
Customer	328	331	560	753	718	760	893	909	864	854	872	944	827	750	787	878	826	634	508	944	760	944	827	
Employee	6	49	130	149	170	170	170	170	170	170	170	158	154	136	129	129	117	108	68	154	170	154	154	
Employee																								
Reserved																								
Overall	332	380	690	902	888	930	1,063	1,079	1,034	1,024	1,030	1,096	963	879	916	805	743	742	576	1,098	930	1,098	930	

LIJ Base Data Has Been Modified.

December
Weekend Estimated Peak-Hour Parking Demand

	9 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	Overall Pr 1 PM	AM Peak Hr 11 AM	PM Peak Hr 1 PM	Even Peak Hr 6 PM		
Community Shopping Center (~400 ksf)	100%																								
Employee	100%																								
Regional Shopping Center (400 to 800 ksf)	100%																								
Employee	100%																								
Super Regional Shopping Center (>800 ksf)	100%																								
Employee	100%																								
Fine/Casual Dining Restaurant	100%																								
Employee	100%																								
Family Restaurant	100%																								
Employee	100%																								
Fast Food Restaurant	100%																								
Employee	100%																								
Nightclub	100%																								
Employee	100%																								
Complex Weekend	87%																								
Employee	87%																								
Performing Arts Theater	100%																								
Employee	100%																								
Arena	95%																								
Employee	95%																								
Pro Football Stadium	100%																								
Employee	100%																								
Pro Baseball Stadium	0%																								
Employee	0%																								
Health Club	90%																								
Employee	90%																								
Convention Center	80%																								
Employee	80%																								
Hotel/Business	70%																								
Employee	70%																								
Hotel/Leisure	50%																								
Employee	50%																								
Restaurant/Lounge	100%																								
Employee	100%																								
Conference Center/Banquet (20 to 50 sq ft/guest room)	100%																								
Employee	100%																								
Convention Space (>50 sq ft/guest room)	60%																								
Employee	60%																								
Residential, Rental, Shared Spaces	100%																								
Reserved	100%																								
Guest	100%																								
Residential, Owned, Shared Spaces	100%																								
Reserved	100%																								
Guest	100%																								
Office <25 ksf	100%																								
Employee	100%																								
Office 25 to 100 ksf	100%																								
Employee	100%																								
Office 100 to 500 ksf	100%																								
Employee	100%																								
Office >500 ksf	100%																								
Employee	100%																								
Data Processing Office	100%																								
Employee	100%																								
Medical/Dental Office	100%																								
Employee	100%																								
Bank (Branch) with Drive-th	100%																								
Employee	100%																								
Customer	100%																								
Employee	100%																								
Reserved	100%																								
TOTAL DEMAND																									
217	222	363	472	449	496	646	862	607	595	607	677	658	619	652	572	540	542	407	662	496	662	658	658		
6	49	130	149	170	170	170	170	170	170	170	158	154	136	129	129	117	108	68	170	170	170	170	136		
223	271	493	621	619	656	816	632	777	765	765	831	794	748	781	701	657	650	475	832	665	832	794	794		

ULLI Base Data Has Been Modified.

Late December
 Weekend Estimated Peak-Hour Parking Demand

	Overall Pk 8 PM	AM Peak Hr 8 AM	PM Peak Hr 5 PM	Eve Peak Hr 8 PM	6 AM	7 AM	8 AM	9 AM	10 AM	11 AM	12 PM	1 PM	2 PM	3 PM	4 PM	5 PM	6 PM	7 PM	8 PM	9 PM	10 PM	11 PM	12 AM	
Community Shopping Center (<400 ksft)																								
Employee																								
Regional Shopping Center (400 to 800 ksft)																								
Employee																								
Super Regional Shopping Center (>800 ksft)																								
Employee																								
Fine/Casual Dining Restaurant																								
Employee																								
Family Restaurant																								
Employee																								
Full Food Restaurant																								
Employee																								
Nightclub																								
Employee																								
Cinplex Weekend																								
Employee																								
Performing Arts Theater																								
Employee																								
Arena																								
Employee																								
Pro Football Stadium																								
Employee																								
Pro Baseball Stadium																								
Employee																								
Health Club																								
Employee																								
Convention Center																								
Employee																								
Hotel-Business																								
Employee																								
Hotel-Leisure																								
Employee																								
Restaurant/Lounge																								
Employee																								
Conference Ctr/Banquet (20 to 50 sq ft/request room)																								
Employee																								
Convention Space (>50 sq ft/request room)																								
Employee																								
Residential Rental Shared Spaces																								
Employee																								
Residential Owned Shared Spaces																								
Employee																								
Guest																								
Residential																								
Employee																								
Office <25 ksft																								
Employee																								
Office 25 to 100 ksft																								
Employee																								
Office 100 to 500 ksft																								
Employee																								
Office >500 ksft																								
Employee																								
Data Processing Office																								
Employee																								
Medical/Dental Office																								
Employee																								
Bank (Branch) with Drive-In																								
Employee																								
Customer																								
Employee																								
Reserved																								
TOTAL DEMAND	441	489	556	520	495	538	671	688	645	654	629	629	641	683	674	659	663	683	695	695	683	683	683	683

ULL Base Data Has Been Modified.

Subject: Schedule

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Wed, 11 Apr 2012 21:37:12 -0700

To: Greg Blodgett <Greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@garden-grove.org>

Would you send me the schedule?

Sent from my iPhone

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

Re: Schedule

Subject: Re: Schedule
From: Greg Blodgett <greg1@ci.garden-grove.ca.us>
Date: Wed, 11 Apr 2012 21:52:18 -0700 (PDT)
To: Matthew Reid <matt.reid@landanddesign.com>
CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>

we will send tomorrow

We do need to revise the schedule of performance do you have time to come by on tuesday to discuss

Greg Blodgett
SR Project Manager
City of Garden Grove
Economic Development

----- Original Message -----

From: "Matthew Reid" <matt.reid@landanddesign.com>
To: "Greg Blodgett" <Greg1@ci.garden-grove.ca.us>, "Paul Guerrero" <paulg@garden-grove.org>
Sent: Wednesday, April 11, 2012 9:37:12 PM
Subject: Schedule

Would you send me the schedule?

Sent from my iPhone

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

Re: Schedule

Subject: Re: Schedule

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Wed, 11 Apr 2012 23:38:43 -0700

To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>

Can we talk in the AM?

Sent from my iPhone

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

On Apr 11, 2012, at 9:52 PM, Greg Blodgett <greg1@ci.garden-grove.ca.us> wrote:

we will send tomorrow

We do need to revise the schedule of performance do you have time to come by on tuesday to discuss

Greg Blodgett
SR Project Manager
City of Garden Grove
Economic Development

----- Original Message -----

From: "Matthew Reid" <matt.reid@landanddesign.com>

To: "Greg Blodgett" <Greg1@ci.garden-grove.ca.us>, "Paul Guerrero" <paulg@garden-grove.org>

Sent: Wednesday, April 11, 2012 9:37:12 PM

Subject: Schedule

Would you send me the schedule?

Sent from my iPhone

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

Subject: Parking Study from our A/E
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Thu, 12 Apr 2012 10:20:40 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>
CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>

Here is our quick analysis of the parking demand/study for Site C
MR

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)
matt.reid@landanddesign.com

GG PARKING DIAGRAM.pdf	Content-Type: application/pdf Content-Encoding: base64
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Part 1.1.3

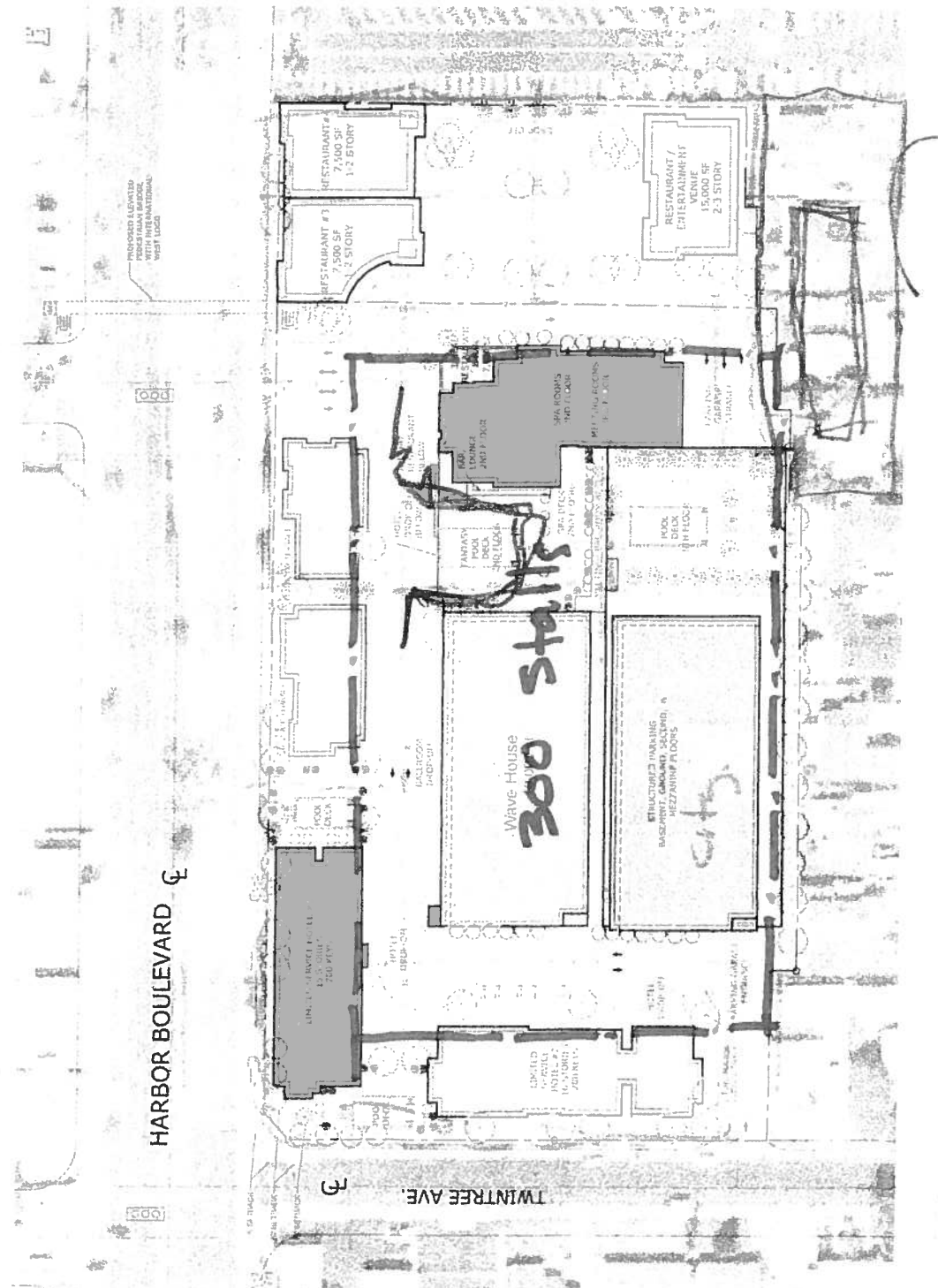
Part 1.1.3	Content-Type: text/html Content-Encoding: quoted-printable
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REQUIRERS:

1270

	STALLS PER LANE	TOTALS
B-1 -12	300	400
GF .00	100	510
+15	110	660
+24	150	810
+34	150	960
+44	150	1110
+54	50	1160
+64		
+74	100	± 1260 PROMPS
<hr/>		
	total	<hr/>

	E-TICKET HOSPITALITY, LLC Westin Hotel 19 STORIES - 242,000 SF 200 KEYS 22 ROOMS/FLOOR POOL DECK --FANTASY POOL DECK WHARF --SPA DECK --3 MEAL RESTAURANT & BAR 5,000 SF --ALL DAY RESTAURANT 5,000 SF
	CONFERENCE CENTER BALLROOM AND MEETING ROOMS 38,000 SF
LIMITED SERVICE HOTEL #1 15 STORIES - 170,000 SF 200 KEYS --15 ROOMS/FLOOR --MEETING ROOMS: 1,000 SF --POOL DECK - FITNESS CENTER	LIMITED SERVICE HOTEL #2 19 STORIES - 171,400 SF 200 KEYS --14 ROOMS/FLOOR --MEETING ROOMS: 080 SF --POOL DECK - FITNESS CENTER
RESTAURANTS / RETAIL --RESTAURANT #1 7,500 SF --RESTAURANT #2 7,500 SF --RESTAURANT #3 7,500 SF --RESTAURANT #4 7,500 SF --RESTAURANT ENTERTAINMENT VENUE 15,200 SF	PARKING PROVIDED TOTAL 11,276 SPACES
SITE INFORMATION LOT AREA 239,800 SF FLOOR AREA 576,000 SF FLOOR TO AREA RATIO 2.4	



20' SETBACK - 10' SIDE SETBACK - 10' FRONT SETBACK
 10' SIDE SETBACK - 10' FRONT SETBACK - 10' SIDE SETBACK

HARBOR BOULEVARD

TWINTREE AVE.

WEST INTERNATIONAL

SITE PLAN - SCHEME 4

- 12.00 parking



E-TICKET HOSPITALITY LLC
 Westin Hotel
 19 STORIES - 242,000 SF
 300 KEYS
 27 ROOMS/FLOOR
 -- FANTASY POOL DECK WEAR
 -- SPA DECK
 -- NEAL RESTAURANT & BAR
 5,000 S.F.
 -- ALL DAY RESTAURANT 5,000 S.F.

CONFERENCE CENTER
 BALLROOM AND MEETING ROOMS
 33,000 S.F.

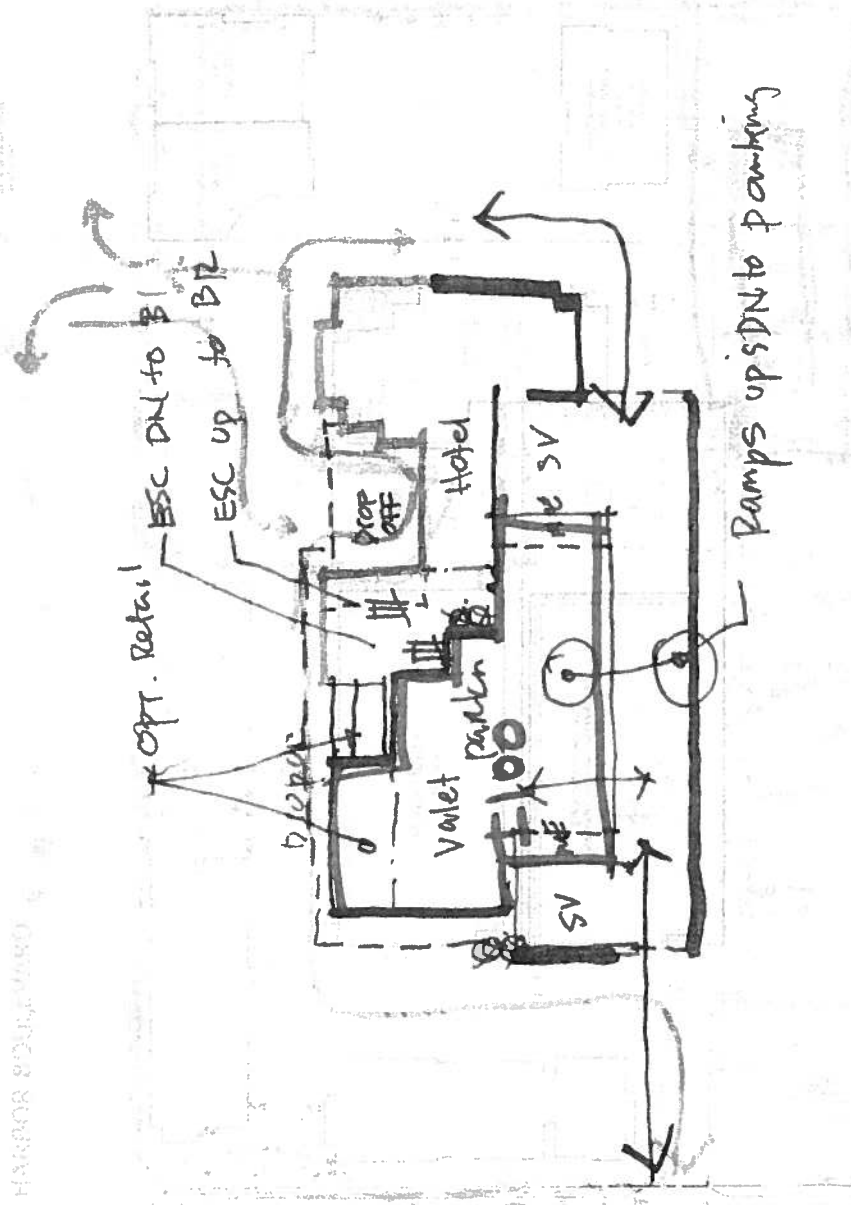
LIMITED SERVICE HOTEL #1
 15 STORIES - 170,000 SF
 200 KEYS
 -- 15 ROOMS/FLOOR
 -- MEETING ROOMS 1,500 S.F.
 -- POOL DECK / FITNESS CENTER

LIMITED SERVICE HOTEL #2
 12 STORIES - 131,500 SF
 200 KEYS
 -- 14 ROOMS/FLOOR
 -- MEETING ROOMS 1,000 S.F.
 -- POOL DECK / FITNESS CENTER

RESTAURANTS / RETAIL
 -- RESTAURANT #1 7,500 SF
 -- RESTAURANT #2 7,500 SF
 -- RESTAURANT #3 7,500 SF
 -- RESTAURANT #4 7,500 SF
 -- RESTAURANT #5 7,500 SF
 -- RESTAURANT #6 7,500 SF
 -- RESTAURANT #7 7,500 SF
 -- RESTAURANT #8 7,500 SF
 -- RESTAURANT #9 7,500 SF
 -- RESTAURANT #10 7,500 SF
 -- RESTAURANT #11 7,500 SF
 -- RESTAURANT #12 7,500 SF
 -- RESTAURANT #13 7,500 SF
 -- RESTAURANT #14 7,500 SF
 -- RESTAURANT #15 7,500 SF
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 -- RESTAURANT #74 7,500 SF
 -- RESTAURANT #75 7,500 SF
 -- RESTAURANT #76 7,500 SF
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 -- RESTAURANT #81 7,500 SF
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 -- RESTAURANT #90 7,500 SF
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 -- RESTAURANT #92 7,500 SF
 -- RESTAURANT #93 7,500 SF
 -- RESTAURANT #94 7,500 SF
 -- RESTAURANT #95 7,500 SF
 -- RESTAURANT #96 7,500 SF
 -- RESTAURANT #97 7,500 SF
 -- RESTAURANT #98 7,500 SF
 -- RESTAURANT #99 7,500 SF
 -- RESTAURANT #100 7,500 SF

PARKING PROVIDED
 TOTAL 1,276 SPACES

SITE INFORMATION
 LOT AREA 239,580 SF
 FLOOR AREA 570,500 SF
 FLOOR TO AREA RATIO 2.4



FF +0.00

Intentional WEST

Vertical text on the right side of the page, possibly a project name or address.



GARDEN GROVE
Land & Design, Inc.

E-TICKET HOSPITALITY LLC
Nashville, TN

19 STORES -- 212,000 SF
300 KEYS
22 ROOMS/FLOOR
POOL DECK
--FANTASY POOL DECK W/BAR
--SPA DECK
--3 MEAL RESTAURANT & BAR
5,000 SF
--ALL DAY RESTAURANT: 5,000 SF

CONFERENCE CENTER
BALLROOM AND MEETING ROOMS
38,300 SF

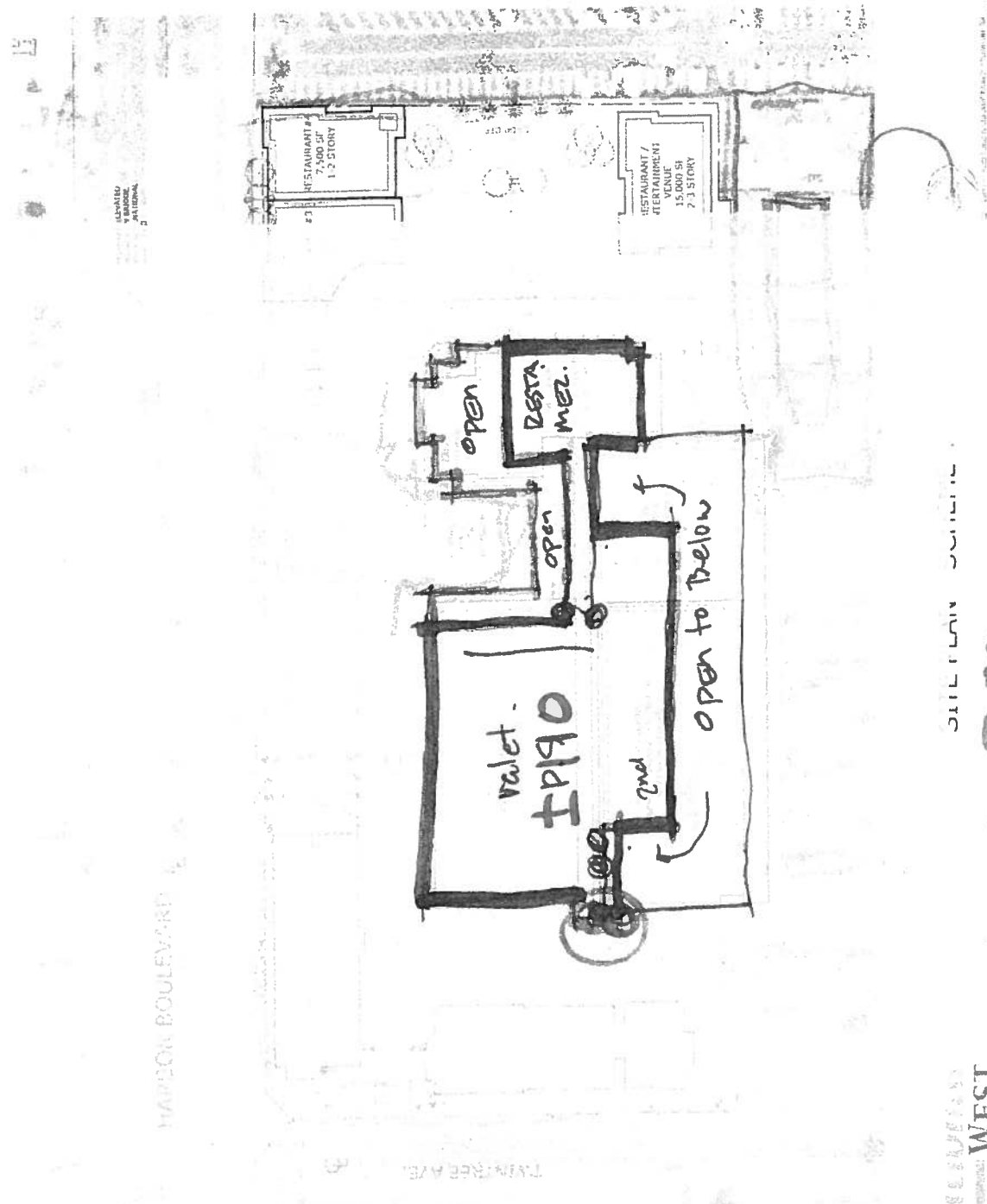
LIMITED SERVICE HOTEL #1
19 STORES -- 120,000 SF
200 KEYS
+ 15 ROOMS/FLOOR
--MEETING ROOMS: 1,000 SF
--POOL DECK / FITNESS CENTER

LIMITED SERVICE HOTEL #2
14 STORES -- 131,500 SF
200 KEYS
+ 14 ROOMS/FLOOR
--MEETING ROOMS: 1,000 SF
--POOL DECK / FITNESS CENTER

RESTAURANTS / RETAIL
--RESTAURANT #1: 7,500 SF
--RESTAURANT #2: 7,000 SF
--RESTAURANT #3: 7,500 SF
--RESTAURANT #4: 7,500 SF
--RESTAURANT #5: 7,500 SF
ENTERTAINMENT VENUE
15,000 SF

PARKING PROVIDED
TOTAL -- 1,270 SPACES

SITE INFORMATION
LOT AREA -- 237,580 SF
FLOOR AREA -- 576,500 SF
FLOOR TO AREA RATIO -- 2.4

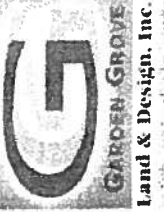


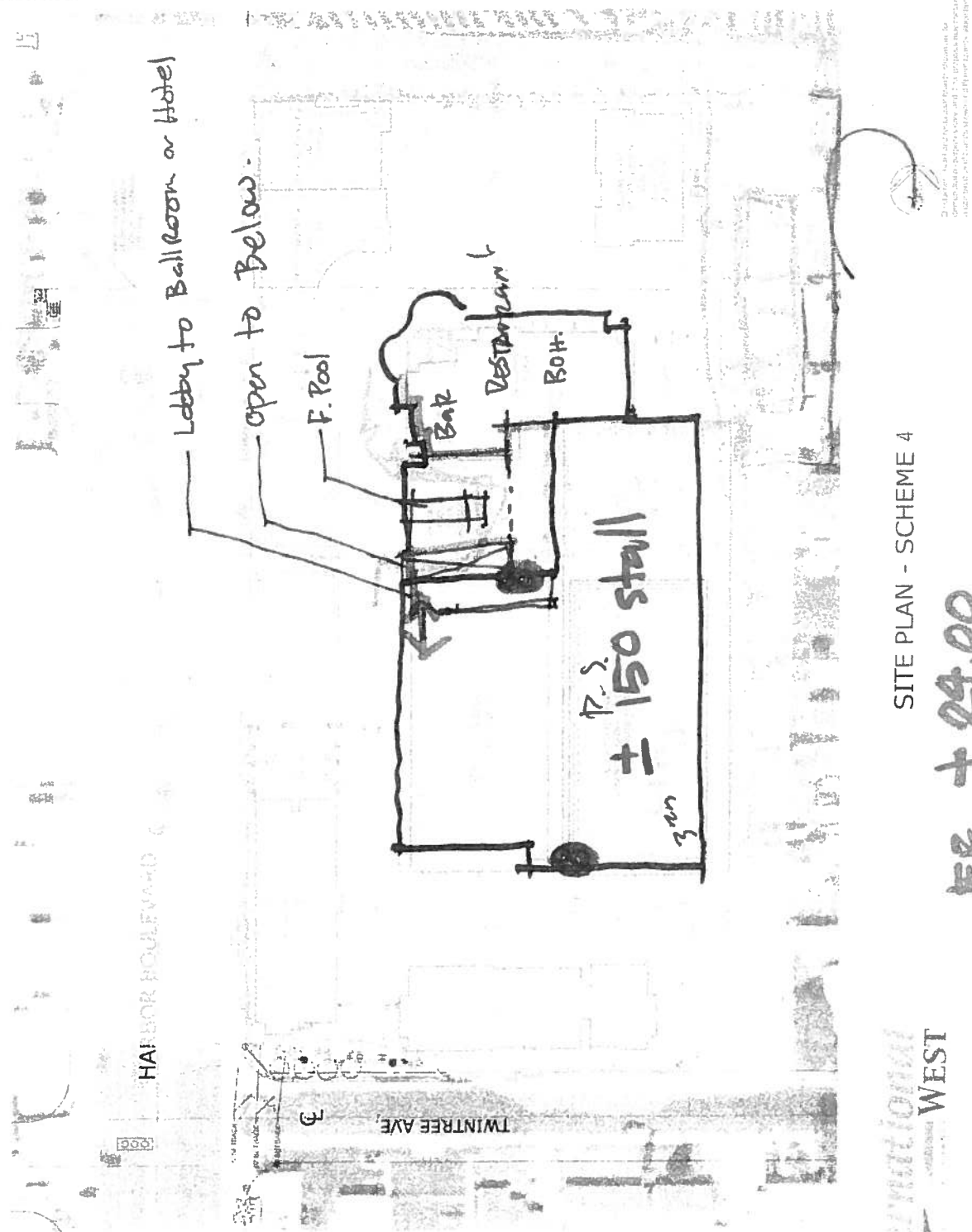
INTERMEDIAN WEST

CITILIA BUILDING

FF + 15.00

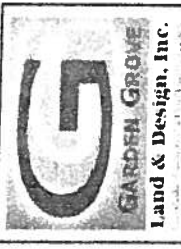
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	E E-TICKET HOSPITALITY LLC Weslin Hotel 13 STORIES - 242,000 SF 300 KEYS 22 ROOMS/FLOOR POOL DECK - FANTASY POOL DECK W/ BAR - SPA DECK - 3 AREA RESTAURANT & BAR 5,000 SF - ALL DAY RESTAURANT - 5,000 SF
	CONFERENCE CENTER BALLROOMS AND MEETING ROOMS 38,000 SF
LIMITED SERVICE HOTEL #1 15 STORIES - 120,000 SF 200 KEYS 4-15 ROOMS/FLOOR - MEETING ROOMS - 1,000 SF - POOL DECK / FITNESS CENTER	LIMITED SERVICE HOTEL #2 16 STORIES - 131,000 SF 200 KEYS 4-14 ROOMS/FLOOR - MEETING ROOMS - 1,000 SF - POOL DECK / FITNESS CENTER
RESTAURANTS / RETAIL - RESTAURANT #1 - 7,500 SF - RESTAURANT #2 - 7,500 SF - RESTAURANT #3 - 7,500 SF - RESTAURANT #4 - 7,500 SF ENTERTAINMENT VENUE - 15,000 SF	PARKING PROVIDED TOTAL 1,275 SPACES
SITE INFORMATION LOT AREA - 240,100 SF FLOOR AREA - 518,540 SF FLOOR TO AREA RATIO - 2.1	



SITE PLAN - SCHEME 4

FR + 24.00



E-TICKET HOSPITALITY, LLC
Washin Hotel

19 STORIES -- 242,000 SF
 300 KEYS
 22 ROOMS/FLOOR

POOL DECK
 --FANTASY POOL DECK VIBRIP
 --SPA DECK
 --3 MEAL RESTAURANT & BAR
 3,000 S.F.
 --ALL DAY RESTAURANT 5,000 S.F.

CONFERENCE CENTER
 BALLROOM AND MEETING ROOMS
 38,000 S.F.

LIMITED SERVICE HOTEL #1
 15 STORIES -- 120,000 SF
 200 KEYS
 15 ROOMS/FLOOR
 --MEETING ROOMS 1,000 S.F.
 --POOL DECK / FITNESS CENTER

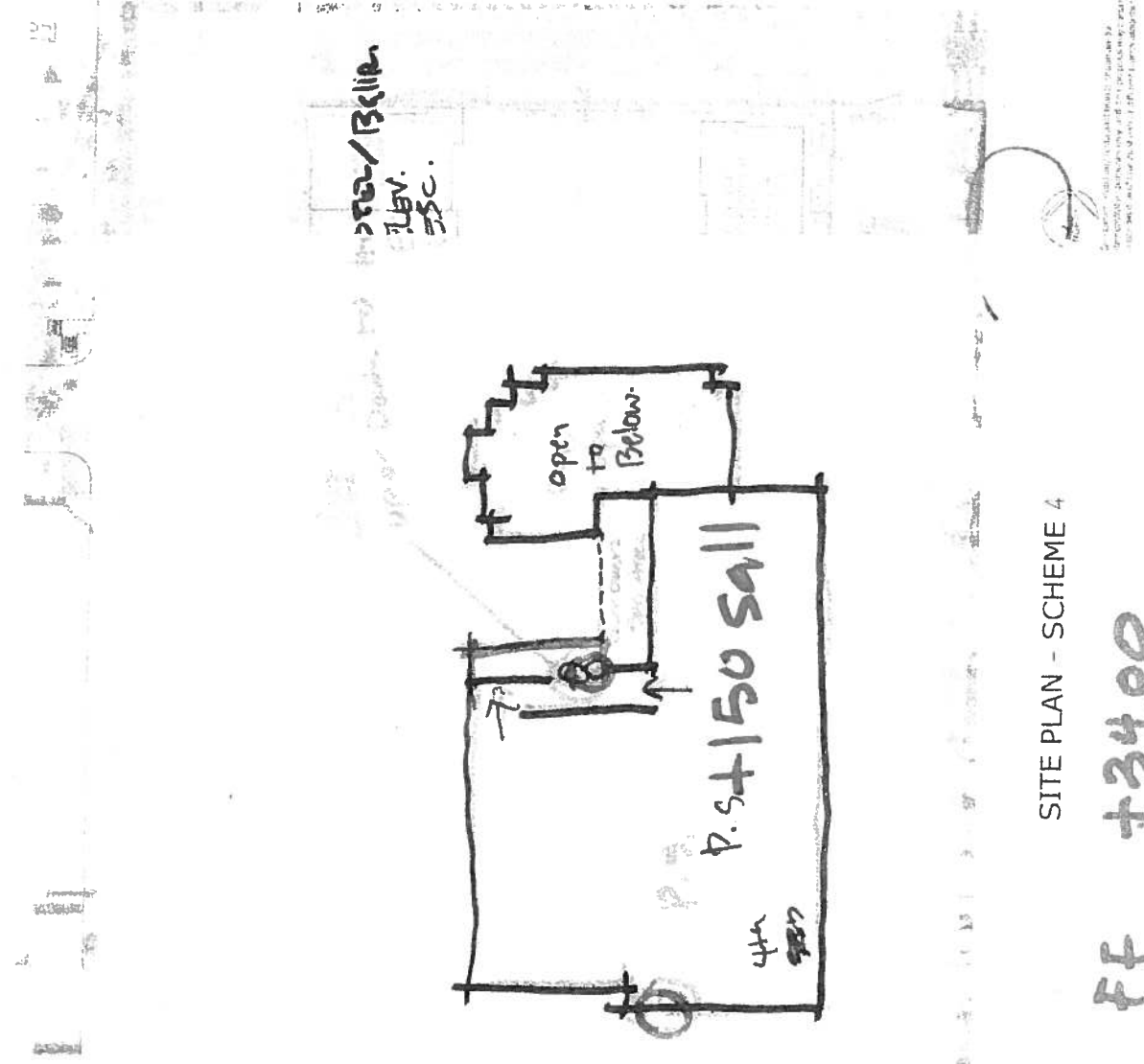
LIMITED SERVICE HOTEL #2
 16 STORIES -- 131,500 SF
 200 KEYS
 14 ROOMS/FLOOR
 --MEETING ROOMS 1,000 S.F.
 --POOL DECK / FITNESS CENTER

RESTAURANTS / RETAIL

--RESTAURANT #1	7,500 SF
--RESTAURANT #2	7,500 SF
--RESTAURANT #3	7,500 SF
--RESTAURANT #4	7,500 SF
--RESTAURANT	
ENTER / AMMUNT	
VENDU	15,000 SF

PARKING PROVIDED
 TOTAL 1,270 SPACES

SITE INFORMATION
 LOT AREA 250,500 SF
 FLOOR AREA 576,500 SF
 FLOOR TO AREA RATIO 2.3



SITE PLAN - SCHEME 4

FF +34.00

INTERNATIONAL WEST



GARDEN GROVE
Land & Design, Inc.

E-TICKET HOSPITALITY LLC
Westin Hotel

- 19 STORIES - 212,000 SF
- 300 KEYS
- 72 ROOMS/FLOOR
- POOL DECK
- FANTASY POOL DECK WRAP
- SPA DECK
- 3 MEAL RESTAURANT & BAR
- 5,000 S.F.
- ALL DAY RESTAURANT 5,000 S.F.

CONFERENCE CENTER
BALLROOM AND MEETING ROOMS
38,000 S.F.

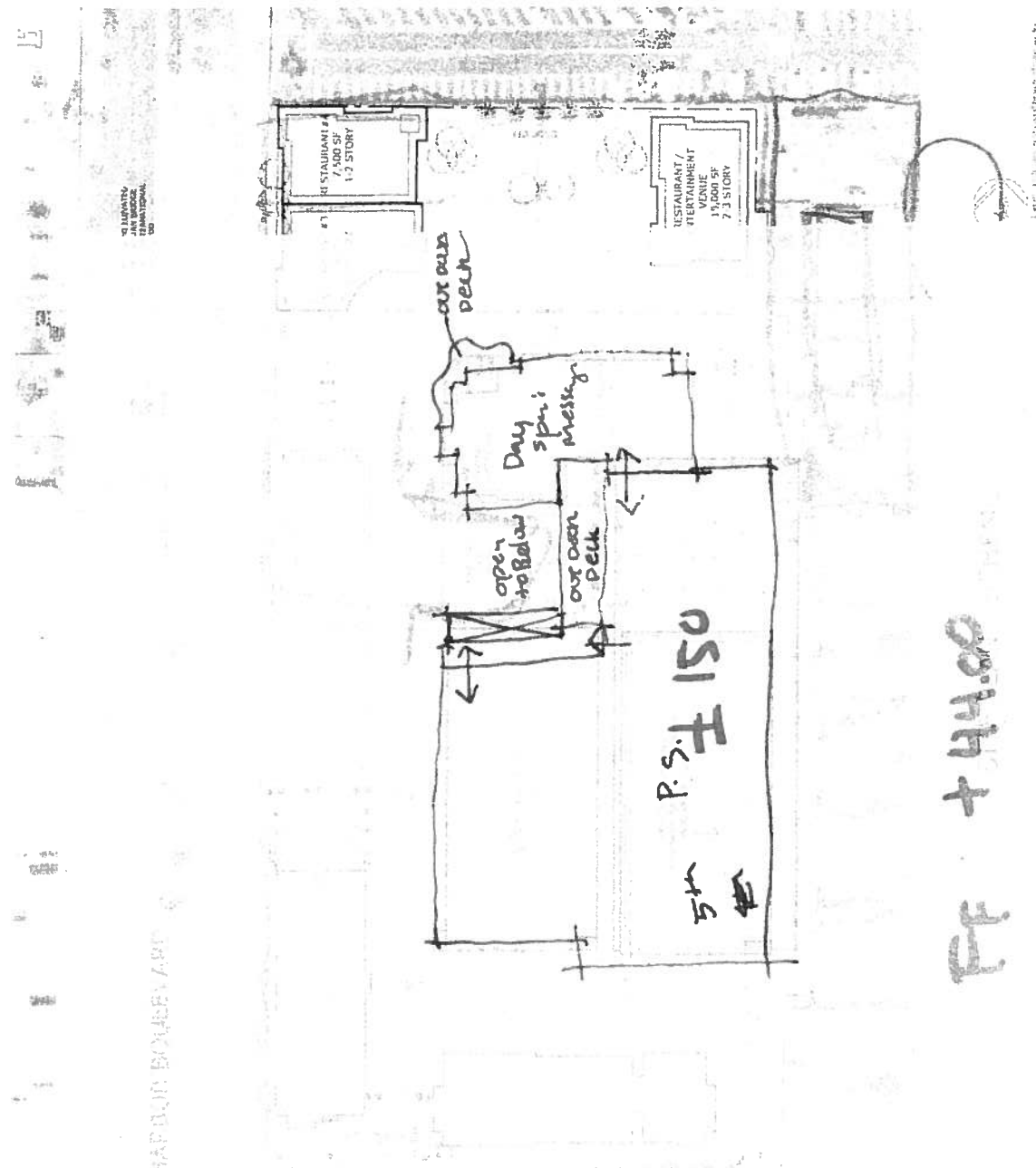
LIMITED SERVICE HOTEL #1
15 STORIES - 170,000 SF
200 KEYS
15 ROOMS/FLOOR
MEETING ROOMS - 600 S.F.
POOL DECK FITNESS CENTER

LIMITED SERVICE HOTEL #2
16 STORIES - 131,500 SF
200 KEYS
14 ROOMS/FLOOR
MEETING ROOMS - 1,000 S.F.
POOL DECK FITNESS CENTER

RESTAURANTS / RETAIL
RESTAURANT #1 7,500 SF
RESTAURANT #2 7,500 SF
RESTAURANT #3 7,500 SF
RESTAURANT #4 7,500 SF
RESTAURANT
ENTERTAINMENT VENUE 15,000 SF

PARKING PROVIDED
TOTAL 1,770 SPACES

SITE INFORMATION
LOT AREA 250,150 SF
FLOOR AREA 476,988 SF
FLOOR TO AREA RATIO 2.3



19 STORIES - 212,000 SF
300 KEYS
72 ROOMS/FLOOR
POOL DECK
FANTASY POOL DECK WRAP
SPA DECK
3 MEAL RESTAURANT & BAR
5,000 S.F.
ALL DAY RESTAURANT 5,000 S.F.

FF + 4480

19 STORIES - 212,000 SF
300 KEYS
72 ROOMS/FLOOR
POOL DECK
FANTASY POOL DECK WRAP
SPA DECK
3 MEAL RESTAURANT & BAR
5,000 S.F.
ALL DAY RESTAURANT 5,000 S.F.



GARDEN GROVE
Land & Design, Inc.

E-TICKET HOSPITALITY LLC
Wichita Hotel
19 STORIES - 242,000 SF
300 KEYS
22 ROOMS/FLOOR
POOL DECK
FANTASY POOL DECK W/WRAP
SPA DECK
-3 REST. RESTAURANT X BAR
5,000 SF
-ALL DAY RESTAURANT - 5,000 SF

CONFERENCE CENTER
BALL ROOM AND MEETING ROOMS
38,000 SF

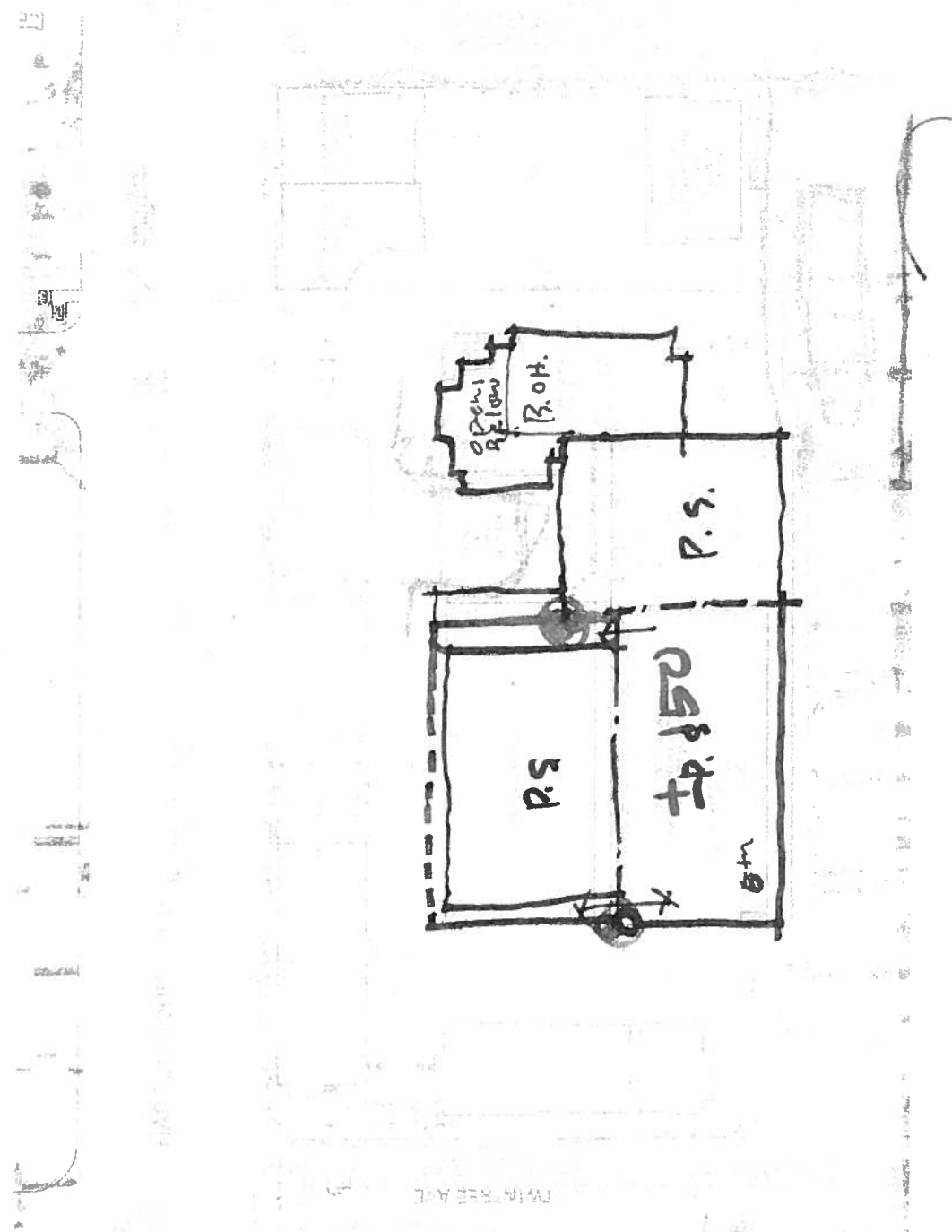
LIMITED SERVICE HOTEL #1
15 STORIES - 120,000 SF
200 KEYS
-15 ROOMS/FLOOR
-MEETING ROOMS - 1,000 SF
-POOL DECK / FITNESS CENTER

LIMITED SERVICE HOTEL #2
14 STORIES - 131,500 SF
200 KEYS
-14 ROOMS/FLOOR
-MEETING ROOMS - 1,000 SF
-POOL DECK / FITNESS CENTER

RESTAURANTS / RETAIL
-RESTAURANT #1 7,500 SF
-RESTAURANT #2 7,500 SF
-RESTAURANT #3 7,500 SF
-RESTAURANT #4 7,500 SF
-RESTAURANT #5
ENTERTAINMENT
VENUE 15,500 SF

PARKING PROVIDED
TOTAL 1,270 SPACES

SITE INFORMATION
LOT AREA - 250,000 SF
FLOOR AREA - 476,000 SF
FLOOR TO AREA RATIO - 2.3



SITE PLAN - SCHEME 4

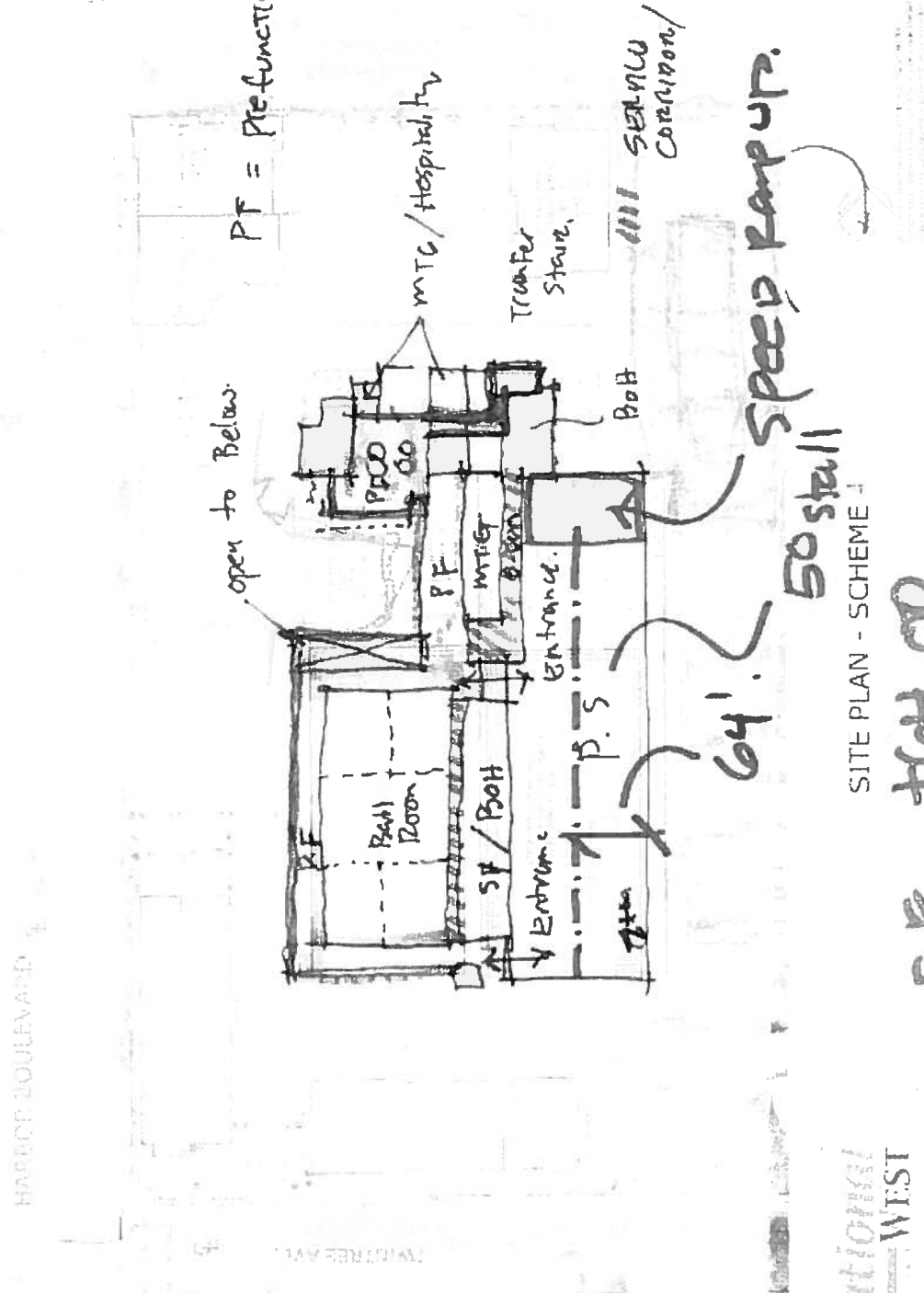
FF +54.00

International
WEST

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<p>7450 11000</p> <p>20 STORES - 21,000 SF</p> <p>200 KEYS</p> <p>22 ROOMS/FLOOR</p> <p>POOL DECK</p> <p>FANTASY POOL, OPEN W/ BAR</p> <p>SPA/BLCK</p> <p>3 MEAL RESTAURANT & BAR</p> <p>6,000 SF</p> <p>ALL DAY RESTAURANT 8,000 SF</p>	<p>STACY LLC</p>
<p>CONFERENCE CENTER</p> <p>BALL ROOM AND MEET. RM - 400 SF</p> <p>38,000 SF</p>	
<p>LIMITED SERVICE HOTEL #1</p> <p>15 STORES - 12,000 SF</p> <p>NO KEYS</p> <p>10 ROOMS/FLOOR</p> <p>MEETING ROOMS - 200 SF</p> <p>POOL DECK - FITNESS CENTER</p>	
<p>LIMITED SERVICE HOTEL #2</p> <p>15 STORES - 12,000 SF</p> <p>NO KEYS</p> <p>10 ROOMS/FLOOR</p> <p>MEETING ROOMS - 200 SF</p> <p>POOL DECK - FITNESS CENTER</p>	
<p>RESTAURANTS - RETAIL</p> <p>RESTAURANT #1 7,000 SF</p> <p>RESTAURANT #2 7,000 SF</p> <p>RESTAURANT #3 7,000 SF</p> <p>RESTAURANT #4 7,000 SF</p> <p>RESTAURANT #5 7,000 SF</p> <p>RESTAURANT #6 7,000 SF</p> <p>RESTAURANT #7 7,000 SF</p> <p>RESTAURANT #8 7,000 SF</p> <p>RESTAURANT #9 7,000 SF</p> <p>RESTAURANT #10 7,000 SF</p> <p>RESTAURANT #11 7,000 SF</p> <p>RESTAURANT #12 7,000 SF</p> <p>RESTAURANT #13 7,000 SF</p> <p>RESTAURANT #14 7,000 SF</p> <p>RESTAURANT #15 7,000 SF</p> <p>RESTAURANT #16 7,000 SF</p> <p>RESTAURANT #17 7,000 SF</p> <p>RESTAURANT #18 7,000 SF</p> <p>RESTAURANT #19 7,000 SF</p> <p>RESTAURANT #20 7,000 SF</p> <p>RESTAURANT #21 7,000 SF</p> <p>RESTAURANT #22 7,000 SF</p> <p>RESTAURANT #23 7,000 SF</p> <p>RESTAURANT #24 7,000 SF</p> <p>RESTAURANT #25 7,000 SF</p> <p>RESTAURANT #26 7,000 SF</p> <p>RESTAURANT #27 7,000 SF</p> <p>RESTAURANT #28 7,000 SF</p> <p>RESTAURANT #29 7,000 SF</p> <p>RESTAURANT #30 7,000 SF</p> <p>RESTAURANT #31 7,000 SF</p> <p>RESTAURANT #32 7,000 SF</p> <p>RESTAURANT #33 7,000 SF</p> <p>RESTAURANT #34 7,000 SF</p> <p>RESTAURANT #35 7,000 SF</p> <p>RESTAURANT #36 7,000 SF</p> <p>RESTAURANT #37 7,000 SF</p> <p>RESTAURANT #38 7,000 SF</p> <p>RESTAURANT #39 7,000 SF</p> <p>RESTAURANT #40 7,000 SF</p> <p>RESTAURANT #41 7,000 SF</p> <p>RESTAURANT #42 7,000 SF</p> <p>RESTAURANT #43 7,000 SF</p> <p>RESTAURANT #44 7,000 SF</p> <p>RESTAURANT #45 7,000 SF</p> <p>RESTAURANT #46 7,000 SF</p> <p>RESTAURANT #47 7,000 SF</p> <p>RESTAURANT #48 7,000 SF</p> <p>RESTAURANT #49 7,000 SF</p> <p>RESTAURANT #50 7,000 SF</p>	
<p>PARKING PROVIDED</p> <p>TOTAL 110,000 SF</p>	
<p>SITE INFORMATION</p> <p>LOT AREA 500,000 SF</p> <p>FLOOR AREA 1,100,000 SF</p> <p>FLOOR TO AREA RATIO 2.2</p>	



International WEST

SITE PLAN - SCHEME 1

64' x 104' 00'



GARDEN GROVE
Land & Design, Inc.

E-TICKET HOSPITALITY, LLC
Weslin Hotel

12 STORIES - 242,000 SF
300 KEYS
22 ROOMS/FLOOR
POOL DECK
--FANTASY POOL DECK VIEWER
--SPA DECK
--3 MEAL RESTAURANT & BAR
5,000 S.F.
--ALL DAY RESTAURANT 5,000 S.F.

CONFERENCE CENTER
BALLROOM AND MEETING ROOMS
38,000 S.F.

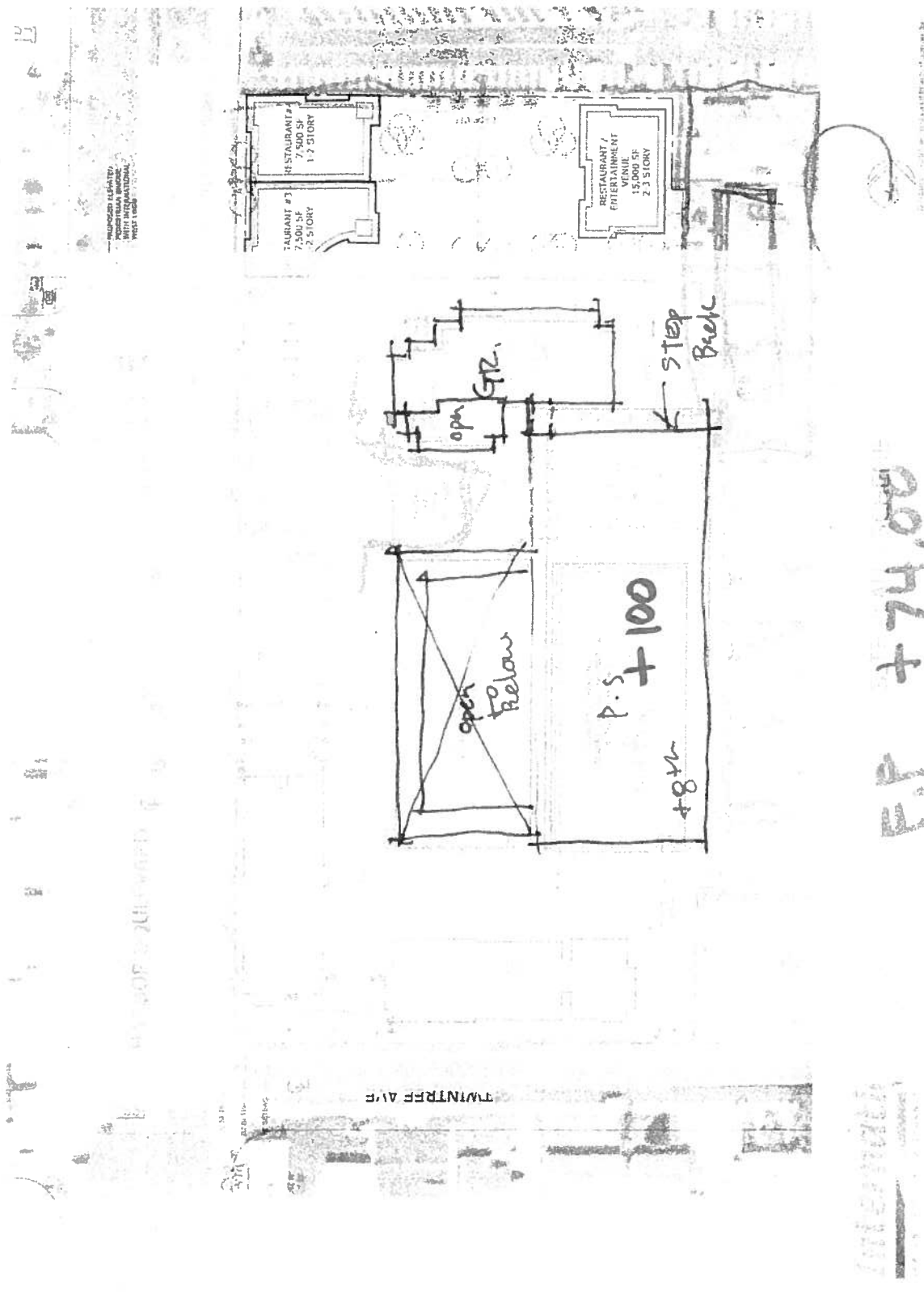
LIMITED SERVICE HOTEL #1
15 STORIES - 120,000 SF
200 KEYS
--15 ROOMS/FLOOR
--MEETING ROOMS 1,500 S.F.
--POOL DECK/FITNESS CENTER

LIMITED SERVICE HOTEL #2
16 STORIES - 131,000 SF
200 KEYS
--16 ROOMS/FLOOR
--MEETING ROOMS 1,000 S.F.
--POOL DECK/FITNESS CENTER

RESTAURANTS / RETAIL
--RESTAURANT #1 7,500 SF
--RESTAURANT #2 7,500 SF
--RESTAURANT #3 7,500 SF
--RESTAURANT #4 7,500 SF
--RESTAURANT
ENTERTAINMENT
VENUE 15,000 SF

PARKING PROVIDED
TOTAL 1,276 SPACES

SITE INFORMATION
LOT AREA 239,985 SF
FLOOR AREA 576,585 SF
FLOOR TO AREA RATIO 2.4



F.P + 74.00

PROPOSED ELEVATION
RESTAURANT #1
RESTAURANT #2
RESTAURANT #3
RESTAURANT #4
RESTAURANT / ENTERTAINMENT VENUE

Subject: State Challenge
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Mon, 16 Apr 2012 14:55:10 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Heard anything from the State regarding our DDA?

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

Subject: GG-Shade/Shadow Study, Entitlement Schedule and Oversight Committee

From: drose3@charter.net

Date: Tue, 17 Apr 2012 00:07:42 +0000

To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

CC: "Matt Reid" <matt.reid@landanddesign.com>, "David Rose" <drose3@hotmail.com>, "Paul Guerrero" <paulg@ci.garden-grove.ca.us>

Greg:

At the hearing last week, you said you guys had the new shade/shadow study.

Could you please forward?

Per Matt Fertal's comments about a week ago or so, anything new on a revised entitlement schedule?

Additionally, anything new on Oversight Committee review, etc.? If not, what is timeframe?

Please advise.

Have a great day.

Thanks.

Dave

Sent via BlackBerry by AT&T

Subject: Oversight Committee Meetings

From: "Matthew Reid (Land & Design)" <matt.reid@landanddesign.com>

Date: Tue, 17 Apr 2012 07:08:27 -0700

To: Greg Blodgett <Greg1@ci.garden-grove.ca.us>, "Matthew J. Fertal" <mattf@garden-grove.org>, Paul Guerrero <paulg@garden-grove.org>

CC: Dave Rose <drose3@charter.net>, John Wong <jwong@hfsc4.com>

Greg,

Per our conversation yesterday, would you please forward these items as soon as possible.

- 1) a letter from the Agency indicating that our project is deemed an enforceable obligation due to the State not taking action on the Oversight Committees decisions.
- 2) entitlement schedule and status.
- 3) a statement and status of land control for our project.

These are the three very important pieces we are missing and need to get resolution before our investors fund a majority of Pre-development capital. Our investors are very concerned about these three items as any one of them could dramatically affect the outcome of the project.

I can't stress how important it is to keep the pressure on your consultants to push and get the entitlements completed soon.

We are making slow but steady progress on the sunbelt land lease, however Sunbelt is also looking for the same confirmations before signing a long term lease.

Please send over as soon as possible.

Thanks.

Sent from my iPad

Matthew W Reid

619.335.5896 Google voice | 619.462.4144 f

Skype - matthew.reid.ca

Subject: State of CA Finance Board Delays

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Mon, 23 Apr 2012 08:43:43 -0700

To: Greg Blodgett <greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>

CC: Matt Fertal <mattf@postrat.ci.garden-grove.ca.us>, John Wong <jwong@hfsc4.com>, Dave Rose <drose3@charter.net>, "Chris D'Avignon" <c.davignon@landanddesign.com>

Please see attached.

Thanks.

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

2012_04_23 CA enforceable ob delay.pdf	Content-Type: application/pdf Content-Encoding: base64
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Part 1.1.3

Part 1.1.3	Content-Type: text/html Content-Encoding: 7bit
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LAND & DESIGN, INC.

REAL ESTATE | DEVELOPMENT | DESIGN | CONSTRUCTION
HOSPITALITY | MULTI-FAMILY | SUSTAINABLE INTEGRATION

8130 La Mesa Blvd, #808 | La Mesa, CA 91942 | 619.462.4060 o | 619.462.4144 f

April 23, 2012

Garden Grove Agency for Community Development
11222 Acacia Parkway
Garden Grove CA 92840

VIA EMAIL

Attention: Mr. Greg Blodgett

Re: California State Finance Board delays

Dear Mr. Blodgett,

As you know we are anxiously awaiting news from you regarding the status of our project being an enforceable obligation.

This extended delay by the State continues to cause significant stress on our ability to finalize our agreement with our co-development/finance partner and could dramatically impede our ability to finance the project if there is not resolution and confidence our project can move forward soon. At this point, even if our project is officially deemed an enforceable obligation, there is so much turmoil, news, discussion and State contemplation of future legislation around this issue of AB1-26, it could have permanent repercussions and effects to this project, and any similar project, in permanently debilitating our ability to secure any investment and/or financing.

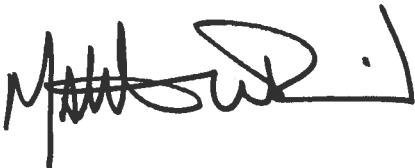
Therefore, I would like to request the Agency provide something to us in writing to provide some assurance and provide stability to this situation to ease our investors / co-developers. Also, to the best of your knowledge, please provide us with an anticipated schedule. We've telegraphed everything you've told us to date, verbally, however, with a project of this size, scope and investment need, verbal isn't good enough.

Please forward the letter from the State of CA (referenced in your voicemail regarding the States extension) so we are able to review it.

If you should have any questions, please call.

Thank you.

Land & Design, Inc.



Matthew W. Reid
President

cc: Matthew Fertal / City Manager
David Rose III/via email
John Wong / via email
File

Subject: State Letter
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Wed, 25 Apr 2012 08:34:23 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Greg,
Thanks for the call this morning. Please send me the letter from the State and the revised schedule for entitlements.
Thanks

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)
matt.reid@landanddesign.com

Re: letter

Subject: Re: letter

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Wed, 25 Apr 2012 09:46:57 -0700

To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

Did you get a letter before this one? Technically, since this letter is dated 4/23, that is well beyond the 19th? Right?

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

On Apr 25, 2012, at 8:33 AM, Greg Blodgett wrote:

|
| <photo.JPG>

| Sent from my iPhone

Subject: GG-Parcel Map

From: drose3@charter.net

Date: Mon, 30 Apr 2012 17:30:28 +0000

To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

CC: "Matt Reid" <matt.reid@landanddesign.com>, "David Rose" <drose3@hotmail.com>

Greg:

I woke up last night with cold sweats realizing that something I had previously drawn in was NOT incorporated into parcel/tract map/lot line adjustment, which is crucial to our current plans.

We ABSOLUTELY have to have air rights or more importantly, "condo" map(s) on top of the parking structure.

As we are planning on having meeting space and other things on top of the parking structure(s), we need to be able to have them have possible different ownership than the actual structure, ie., where the parking structure is owned by one entity and the meeting space is owned by the full service hotel.

This should only add a total of two (2) additional parcels; one on each top level of the parking structure(s).

Please advise.

Thanks.

Dave

Sent via BlackBerry by AT&T

Subject: Re: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (REVISED 04/26/12)
(JN:0762-2012-01/RK9413_9414)
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Tue, 1 May 2012 22:11:58 -0700
To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

We are fine with this. Please have them proceed.

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – matthew.reid.ca
matt.reid@landanddesign.com

On Apr 30, 2012, at 11:13 AM, Greg Blodgett wrote:

We need you to approve the study prior to EDAW proceeding let me know

Sent from my iPhone

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From: "Miriam Notik" <mn@rkengineer.com>
Date: April 26, 2012 4:32:21 PM PDT
To: <greg1@ci.garden-grove.ca.us>
Cc: <karlh@ci.garden-grove.ca.us>, "Morgan, Jayna" <Jayna.Morgan@aecom.com>, "Bob Kahn" <rk@rkengineer.com>, "Rogier Goedecke" <rg@rkengineer.com>, "Bryan Estrada" <be@rkengineer.com>, "Michael Dickerson" <md@rkengineer.com>, <paulg@ci.garden-grove.ca.us>, <Wendy.Yang@aecom.com>
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Dear Mr. Blodgett:

Please find attached, a PDF of the Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (REVISED 04/26/12) (JN:0762-2012-01/RK9413). Attached is also our Response to Comments Letter (RK9414) in response to the City's comments (attached for your reference). Upon your request, we would be happy to forward hard-copies of the revised report to you for your files.

If you have any questions, please do not hesitate to call Rogier Goedecke at (949) 474-0809 extension 211.

We have enjoyed teaming with you on this project and look forward to partnering with you on future projects.

Kind Regards,

Miriam Notik

Administrative Assistant

transportation planning / traffic engineering & design
acoustical engineering / community traffic calming
4000 Westerly Place, Suite 280
Newport Beach, CA 92660
tel. 949.474.0809
fax. 949.474.0902
www.rkengineer.com

<RK9413.pdf>

<RK9414.pdf>

<Comments by City of Garden Grove 04.23.12.pdf>

Subject: FW: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (REVISED 04/26/12)
(JN:0762-2012-01/RK9413_9414)
From: "Morgan, Jayna" <Jayna.Morgan@aecom.com>
Date: Wed, 2 May 2012 15:29:37 +0000
To: Matthew Reid <matt.reid@landanddesign.com>, "Yang, Wendy" <Wendy.Yang@aecom.com>
CC: "greg1@ci.garden-grove.ca.us" <greg1@ci.garden-grove.ca.us>

Hi Matt,

Please see below highlight and responds when you get a change. Wendy just really wants to make sure that we do not entitle something that is not going to work. We look forward to hearing from you!

Thanks!

Jayna Morgan
AECOM
T. 949.660.8044

From: Yang, Wendy
Sent: Wednesday, May 02, 2012 8:06 AM
To: Morgan, Jayna; Greg Blodgett
Subject: Re: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (REVISED 04/26/12)
(JN:0762-2012-01/RK9413_9414)

Greg,

When I read the email string it sounded like Matt agreed in the context of share parking study by RK. I need Matt to sign off on the physical form length, width, and height limit of the two parking garages currently shown.

Since we cannot go up but down, due to shade and shadow impact, the current garage footprint needs to fit all the parking spaces required by the study including buses and motorcycles.

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Sent from my iPhone

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Date: May 1, 2012 10:39:00 PM PDT
To: "Morgan, Jayna" <Jayna.Morgan@aecom.com>
Subject: Re: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (REVISED 04/26/12) (JN:0762-2012-01/RK9413_9414)

Yes they have and they are ok moving forward with the final site plan

Sent from my iPhone

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From: Greg Blodgett [<mailto:greg1@zimbra.ci.garden-grove.ca.us>]
Sent: Tuesday, May 01, 2012 10:05 PM
To: Morgan, Jayna
Subject: Fwd: Garden Grove Site "C" Mixed Use Hotel ULI Shared Parking Study (REVISED 04/26/12) (JN:0762-2012-01/RK9413_9414)

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We are fine with this. Please have them proceed.

Matthew Reid

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619.335.5896 Google voice | 619.462.4144 fax
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www.rkengineer.com

<RK9413.pdf>

<RK9414.pdf>

<Comments by City of Garden Grove 04.23.12.pdf>

Subject: Schedules

From: Paul Guerrero <paulg@ci.garden-grove.ca.us>

Date: Thu, 3 May 2012 15:43:34 -0700 (PDT)

To: matt.reid@landanddesign.com, Greg Blodgett <greg1@ci.garden-grove.ca.us>, Greg Brown <gbrown@ci.garden-grove.ca.us>

Matt,
Attached are both schedules, short and entitlement.
Thanks
Paul

Site C Short Schedule May 3, 2012.pdf

Content-Type: application/pdf

Content-Encoding: base64

— Site C Entitlement Schedule May 3, 2012.pdf —

Site C Entitlement Schedule May 3, 2012.pdf

Content-Type: application/pdf

Content-Encoding: base64

Site C Schedule for Site Plan, Tract Map, Parking, Shade & Shadow, WQMP, and MND/IS

Note: Revised April 12, 2012 @ 10:00 am – Version 5

Monday	Tuesday	Wednesday	Thursday	Friday	Sat	Sun
MARCH 2012						
26 Consultants: AECOM Focus Engineering (FOCUS) POSMAS RK Engineering (RK)	27 City & AECOM conference call. FOLLOW UPS: 1. AECOM to find out status on WQMP. 2. AECOM to produce revised Shade and Shadow Analysis with final Ballroom/ Parking Structure heights and provide delivery date.	28 FOCUS to provide Tentative Tract Map draft for City & AECOM review. Due March 30.	29 City & AECOM to submit comments on Tentative Tract Map draft.	30 FOCUS to revise Tentative Tract Map based on comments.	31	1
APRIL 2012						
2	3 POSMAS to submit WQMP draft for City Consultant review. Due April 17.	4 POSMAS, WQMP won't be ready until April 10.	5	6 RK to submit Shared Parking Analysis draft for City & AECOM to review. Due April 12.	7	8
9 Karl, vacation, 1 week Dan, vacation, 1 week Jayna, vacation, 1.5 weeks Shade and Shadow Analysis Complete.	10 POSMAS submitted the WQMP (3) . City Consultant to review. Comments due April 18.	11	[12] [City Consultant picked-up WQMP . Comments due April 18.]	13 City Closed	14	15
[16] [FOCUS to Re-Survey the site. Due April 20. City & AECOM to submit comments on RK Shared Parking Analysis (2) draft. Comments due April 19.]	17	18	[19] [City to provide review status on RK Shared Parking Analysis (2) draft.] [FOCUS to submit Site Re-Survey (1) for City & AECOM review. Comments due April 20.]	[20]	21	22
[23] [City & AECOM to submit comments on Site Re-Survey (1) to FOCUS. Comments due April 25.] [City & AECOM to submit comments on Shared Parking Analysis (2) draft to RK.]	[24] [City submitted Site Re-Survey (1) comments to FOCUS.]	[25] [AECOM submitted Site Re-Survey (1) comments to FOCUS.] [City phone conference with RK regarding Shared Parking Analysis (2) draft. RK to submit revised draft by April 26.]	[26] [City to approve/denied WQMP (3) conceptual draft. WQMP (3) approved, however, comments need to be address. POMAS notified.] [RK submitted Shared Parking Analysis (2) to review.]	27 City Closed	28	29
MAY 2012						
[30] [City to submit comments on Shared Parking Analysis (2) to RK.] [FOCUS to submit Site Re-Survey (2) for City & AECOM review. Comments due May 2.]	[1] [RK to address & submit Final Shared Parking Analysis (2) to City. Due May 2.] [City submitted Site Re-Survey (2) comments to FOCUS.]	[2] [RK submitted Final Shared Parking Analysis (2) .]	[3] [AECOM submitted Site Re-Survey (2) comments to FOCUS.] [FOCUS to revise Site Re-Survey (2) based on City & AECOM comments. Due May 4.]	[4] [FOCUS to submit Site Re-Survey (3) for City & AECOM review.] [City Project Development Meeting]	5	6
[7] POSMAS to submit final WQMP (4) draft to City.]	[8] [AECOM begins drafting Site Plan (1) based on final info. AECOM to submit Site Plan (1) draft for City & FOCUS review. Due May 14.]	9	10	11 City Closed	12	13
[14] [AECOM to submit Site Plan (1) draft for City & FOCUS & Developer for review. Comments due May 15.]	[15] [City & FOCUS & Developer to submit comments on Site Plan (1) draft to AECOM.] [AECOM to revise Site Plan (1) , due May 14.]	16	17	[18] [AECOM to submit Site Plan (2) draft for City & FOCUS & Developer for review. Comments due May 18.] [AECOM to revise Site Plan (2) , due May 14.]	19	20
[21] [AECOM to complete Site Plan (3) .] AECOM to send final Site Plan (3) to all consultants to update & final reports. Due May 22.	22 [All consultants to submit to City & AECOM final reports for MND/IS.] [FOCUS to assemble information for Tentative Tract Map submittal. Due May 29.]	23 [AECOM begins revising MND/IS based on final information. Final MND/IS and Land-Use package due to City May 29.]	24	25 City Closed	26	27
28 City Closed	29 [AECOM submits final MND/IS & Land-Use package. FOCUS to submit Tentative Tract Map .]	30	31	1	2	3

SITE C – ENTITLEMENT SCHEDULE - version 6 [04.15.2012] C

Description	Responsible	Start Date	Due Date	Notes
1. Mitigated Negative Declaration & Initial Study & Design Package & Tentative Tract Map Complete	AECOM	-	May 29	AECOM submits package
2. Tentative Tract Map Complete	FOCUS	-	May 29	FOCUS submits package
3. Review Mitigated Negative Declaration & Initial Study & Design Package & Tentative Tract Map	STAFF	May 29	June 7	Route to all departments and city attorney (X W-days)
4. Draft Planned Unit Development & General Plan Amendment & Development Agreement	PLANNING	May 29	June 28	Planning to draft PUD, GPA, & DA (entire process)
5. Comments to AECOM & FOCUS	STAFF	-	June 7	Submit commits to AECOM to revise (5 W-days)
6. Revised Mitigated Negative Declaration & Initial Study & Design & Tentative Tract Map Package	AECOM/FOCUS	-	June 14	AECOM & FOCUS resubmit package
7. Revised Mitigated Negative Declaration & Initial Study & Design & Tentative Tract Map Package	STAFF	June 14	June 19	Staff to finalize documents (4 W-days)
8. Final Mitigated Negative Declaration & Initial Study & Design & Tentative Tract Map Package	STAFF	-	June 19	COMPLETE
9. Neighborhood Meeting Due Diligence	PLANNING	-	-	500' radius (property owners) addresses, cover letter, postage, equipment
10. Neighborhood Meeting Publication Draft Notice (Garden Grove Journal)	PLANNING	-	July 2	Draft & mail notices: project, location, date, time
11. Neighborhood Meeting Publication (Garden Grove Journal)	PLANNING	-	July 5	one-time publication
12. Submit Planning Commission "Resume Sheet" to Planning Division	AGENCY	-	July 2	
13. Submit Notice of Intent to Adopt MND to State Clearinghouse	PLANNING	June 19	July 19	(30 days) Notify other entities City of Anaheim & Orange
14. Documents available for Public Notice & Review	AECOM	June 19	July 19	Place document at Planning, City Clerk and Economic Development
15. Neighborhood Meeting (500' radius)	AFCOM	-	July 11	One neighborhood meeting
16. Planning Commission Publication Draft Notice (Garden Grove Journal)	PLANNING	-	June 25	Draft & mail notices: project, location, date, time
17. Planning Commission Publication (Garden Grove Journal)	PLANNING	-	June 28	One-time publication
18. Submit Planning Commission Package & reviewed by Planning Division	PLANNING	-	July 2	
19. Planning Commission Package delivered to Commissioners	PLANNING	-	July 13	Planning Division delivers package to Planning Commissioners
20. Planning Commission Meeting	PLANNING	-	July 19	AECOM, FOCUS, & Staff to attend
21. City Council Publication Draft Notice (Garden Grove Journal)	PLANNING	-	July 23	Draft & mail notices: project, location, date, time
22. City Council Publication (Garden Grove Journal)	PLANNING	-	July 26	
22. City Council Staff Report & Resolution & Ordinance	PLANNING	-	July 23	
23. City Council Meeting (First Reading) Resolution & Ordinance	PLANNING	-	August 14	20-day notice period from Planning Commission meeting
24. Fees for Fish and Game Fee & County Recording Fee	PLANNING	-	August 27	Check request for \$2,101.50 & \$50
25. City Council Meeting (Second Reading) Resolution & Ordinance	PLANNING	-	August 28	
26. Record Notice of Determination	AGENCY	-	August 29	Record NOD at County Recorder
27. 30-day Status of Limitation	COUNTY	August 29	September 28	30-day status of limitation on challenges

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From: Matthew Reid <matt.reid@landanddesign.com>
Date: Fri, 4 May 2012 09:02:36 -0700
To: "Morgan, Jayna" <Jayna.Morgan@aecom.com>
CC: Wendy Yang <Wendy.Yang@aecom.com>, Greg Blodgett <greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>

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"Morgan, Jayna"

<Jayna.Morgan@aecom.com>, "Bob

Kahn" <rk@rkengineer.com>, "Rogier

Goedecke" <rg@rkengineer.com>,

"Bryan Estrada" <be@rkengineer.com>,

"Michael Dickerson"

<md@rkengineer.com>,

<paulg@ci.garden-grove.ca.us>,

<Wendy.Yang@aecom.com>

Subject: Garden Grove Site "C"

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(JN:0762-2012-01/RK9413_9414)**

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<Comments by City of Garden Grove 04.23.12.pdf>

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From: Matthew Reid <matt.reid@landanddesign.com>

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To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>, Matt Fertal <mattf@postrat.ci.garden-grove.ca.us>, Dave Rose <drose3@charter.net>, John Wong <jwong@hfsc4.com>, "Chris D'Avignon" <c.davignon@landanddesign.com>

Pursuant to our conversation yesterday, WE and our potential co-development partner and investor, Singpoli Group, are getting extremely anxious, nervous about the State of CA delays in responding, or not responding as the case may be, to the Agency's positive decision that our DDA is in fact an enforceable obligation. We have only received verbal updates from the City/Agency and have requested some update/status/position statement/etc..... in writing now for several weeks. Due to the severity and impact this issue is having on our ability to get this project going, we need something, more than our word, to provide to investors, co-developers to provide surety the project is moving forward. To date, we've received a copy of the letter from the State of CA which is generic and, frankly, really doesn't help.

Gentlemen, with all do respect, you must understand. These investors are going to be putting in Millions of dollars into this project. This will not happen unless we get some solidification to the LAND CONTROL, ENTITLEMENTS and THE STATE OF CA (enforceable obligation status). Without one of these, we don't have a project.

We are unable to do any marketing and/or solicitation on EB-5 financing until all 3 of these are in place and cannot be removed. As you know, even Sunbelt is waiting to hear on the agreements validity before furthering a land lease deal with us.

Greg mentioned to me yesterday, on the phone, the City of Garden Grove would (and will) pursue this project (with Land & Design) regardless of the State of California response to the Oversight Committee's decision. In other words, the City would enter into an agreement to complete this project with Land & Design and make the necessary economic adjustments to the agreement due to the States actions. If this is the case, I would propose we cause an amendment to be drafted now that would make this statement so that we can assure our potential co-development partners, investors and EB-5 financing that regardless of the State's decision, we have a project.

Time is going to kill this deal! The entitlements are running dramatically behind schedule, the land control is behind schedule and we have no clarity as to what the State is going to do. This is not a convincing position when describing our project. Even today, we are learning the TEA Certification (Target Employment Area for EB-5 financing) and designation through USCIS (United States Customs and Immigration Service) requirements are changing and could effect our ability to pursue this avenue of financing. We may need your help getting this designation.

We need to get some "solid ground" under this project and fast. The timing is good for this project, however that timing is slipping away.

I will look into TEA certification and how you can help.

Let me know your thoughts.

Thanks

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

Subject: Re: State of CA

From: Matt Fertal <mattf@ci.garden-grove.ca.us>

Date: Fri, 4 May 2012 11:18:26 -0700 (PDT)

To: Matthew Reid <matt.reid@landanddesign.com>

CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>, Matt Fertal <mattf@postrat.ci.garden-grove.ca.us>, Dave Rose <drose3@charter.net>, John Wong <jwong@hfsc4.com>, Chris D'Avignon <c.davignon@landanddesign.com>, Greg Blodgett <greg1@ci.garden-grove.ca.us>

Matt,

We definitely share your frustration. The State has put us all in to a terrible holding pattern. We are diligently working through this as best we can. The entitlements are moving as expeditiously as possible. This is a very ambitious development program. Its like squeezing 15 pounds in a 5 pound bag. No one is disagreeing with the development program, but it does carry with it very complex development and environmental issues. I think the land assembly has gone extremely well and I am confident that the remaining three parcels will be acquired and included into the development scheme.

I did mention to Greg, that the City remains committed to this project and will consider alternatives to assisting in this development should the State DOF fail to recognize the DDA as an Enforceable Obligation. Although I understand the time sensitivity of all the parties, its best to allow the State DOF process play out before we try to memorialize any other alternative.

The 10 day review by the State DOF expires May 10th. We have been forwarding to them numerous documents. We can circle back with an update at the end of next week. Again, despite these challenges, the City remains extremely committed to this project and will do what ever it takes to make this project a reality.

Please call me if you have further questions or concerns.

Matt

From: "Matthew Reid" <matt.reid@landanddesign.com>

To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

Cc: "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Matt Fertal" <mattf@postrat.ci.garden-grove.ca.us>, "Dave Rose" <drose3@charter.net>, "John Wong" <jwong@hfsc4.com>, "Chris D'Avignon" <c.davignon@landanddesign.com>

Sent: Friday, May 4, 2012 10:01:52 AM

Subject: State of CA

Pursuant to our conversation yesterday, WE and our potential co-development partner and investor, Singpoli Group, are getting extremely anxious, nervous about the State of CA delays in responding, or not responding as the case may be, to the Agency's positive decision that our DDA is in fact an enforceable obligation. We have only received verbal updates from the City/Agency and have requested some update/status/position statement/etc..... in writing now for several weeks. Due to the severity and impact this issue is having on our ability to get this project going, we need something, more than our word, to provide to investors, co-developers to provide surety the project is moving forward. To date, we've received a copy of the letter from the State of CA which is generic and, frankly, really doesn't help.

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Let me know your thoughts.

Thanks

Matthew Reid

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619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

Subject: Re: Revised Draft Tentative Map options - preliminary study of the proposed lot lines and easement location
From: Carlos Marquez <carlosma@ci.garden-grove.ca.us>
Date: Fri, 4 May 2012 13:43:17 -0700 (PDT)
To: Charlie Liu <focusengring@sbcglobal.net>
CC: Wendy Yang <Wendy.Yang@aecom.com>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Greg Blodgett <greg1@ci.garden-grove.ca.us>, Karl Hill <karlh@ci.garden-grove.ca.us>, Maria Parra <mariap@ci.garden-grove.ca.us>, Jayna Morgan <Jayna.Morgan@aecom.com>, Carlos Marquez <carlosma@postrat.ci.garden-grove.ca.us>, Matthew Reid <matt.reid@landanddesign.com>

Charlie,

I finally have all the back up documents from the title company for the Subdivision Guarantee. Attached is the prelim report along with all of the back up docs. This should match the boundaries and encumbrances delineated in the ALTA. Let me know if you have questions. Thanks.

-Carlos

From: "Charlie Liu" <focusengring@sbcglobal.net>
To: "Wendy Yang" <Wendy.Yang@aecom.com>, "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Greg Blodgett" <greg1@ci.garden-grove.ca.us>, "Karl Hill" <karlh@ci.garden-grove.ca.us>, "Maria Parra" <mariap@ci.garden-grove.ca.us>, "Jayna Morgan" <Jayna.Morgan@aecom.com>, "Carlos Marquez" <carlosma@postrat.ci.garden-grove.ca.us>, "Matthew Reid" <matt.reid@landanddesign.com>
Sent: Friday, March 30, 2012 11:06:08 AM
Subject: Re: Revised Draft Tentative Map options - preliminary study of the proposed lot lines and easement location

Dear Wendy and All:

Based upon your review comments and other comments that we have received, attached please find three options of the site layout for you to review, comments and select. Please feel free to call if you have any questions or comments.

Charlie

From: "Yang, Wendy" <Wendy.Yang@aecom.com>
To: Charlie Liu <focusengring@sbcglobal.net>; Paul Guerrero <paulg@ci.garden-grove.ca.us>; Greg Blodgett <greg1@ci.garden-grove.ca.us>; Karl Hill <karlh@ci.garden-grove.ca.us>; Maria Parra <mariap@ci.garden-grove.ca.us>; "Morgan, Jayna" <Jayna.Morgan@aecom.com>; Carlos Marquez <carlosma@postrat.ci.garden-grove.ca.us>
Sent: Thu, March 29, 2012 9:20:29 AM
Subject: RE: Draft Tentative Map - preliminary study of the proposed lot lines and easement location

Hi Charlie,

For your consideration, attached is the recommendation from AECOM on the selective lot line adjustments.

Thanks,

Wendy Yang
Urban Designer
Associate Principal
D +1 949.756.6964
wendy.yang@aecom.com

AECOM
2737 Campus Drive
Irvine, CA 92612 USA
T +1 949.660.8044 F +1 949.660.1046
www.aecom.com

From: Charlie Liu [mailto:focusengring@sbcglobal.net]
Sent: Wednesday, March 28, 2012 11:50 AM
To: Paul Guerrero; Greg Blodgett; Karl Hill; Maria Parra; Morgan, Jayna; Yang, Wendy; Carlos Marquez
Subject: Re: Draft Tentative Map - preliminary study of the proposed lot lines and easement location

Dear All:

As per our meeting on yesterday, attached please find a copy of preliminary lot layout and easement locations for you to review. comments and direction. Thank you for your time and attention in this matter. Please call or e-mail if you have any questions.

Page 2 is reserved for legal description.

Charlie

From: Paul Guerrero <paulg@ci.garden-grove.ca.us>
To: Greg Blodgett <gregl@ci.garden-grove.ca.us>; Karl Hill <karlh@ci.garden-grove.ca.us>; Maria Parra <mariap@ci.garden-grove.ca.us>; Paul Guerrero <paulg@ci.garden-grove.ca.us>; Jayna.Morgan@aecom.com; Wendy.Yang@aecom.com; focusengring@sbcglobal.net
Sent: Wed, March 28, 2012 10:06:23 AM
Subject: Revised Site C Schedule for Site Plan, Tract Map, Parking, Shade & Shadow, WQMP, and MND/IS Version 2

Hello Group,

Attached is a PDF for the REVISED Site C Schedule for Site Plan, Tract Map, Parking, Shade and Shadow, WQMP, and MND/IS version 2 for your reference. Any questions, please call Greg. Thanks
Paul

--
Carlos Marquez / Sr. Real Property Agent
Economic Development Department
City of Garden Grove
Direct Line: 714-741-5131 / Fax: 714-741-5136

Sudivision Guarantee.Western Resources Title. Site C.Land and Design, Inc..pdf	Content-Type: application/pdf Content-Encoding: base64
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— Parcel A - 12222 Harbor Blvd.Back up docs for Subdivision Guarantee.pdf —

Parcel A - 12222 Harbor Blvd.Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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— Parcel B - 12252 Harbor Blvd.Back up docs for Subdivision Guarantee.pdf —

Parcel B - 12252 Harbor Blvd.Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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— Parcel C - 12262, 12272, 12292 Harbor Blvd.Back up Docs for Subdivision Guarantee.pdf —

Parcel C - 12262, 12272, 12292 Harbor Blvd.Back up Docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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— Parcel D - 12302 Harbor Blvd, 12511 Twintree Lane, 12531 Twintree Lane.Neff..Back up docs for Subdivision Guarantee.pdf —

Parcel D - 12302 Harbor Blvd, 12511 Twintree Lane, 12531 Twintree Lane.Neff..Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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Parcel E - 12237 Choisser Rd.Back up docs for Subdivision Guarantee.pdf

Parcel E - 12237 Choisser Rd.Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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Parcel F - 12202 Harbor Blvd. Back up docs for Subdivision Guarantee.pdf

Parcel F - 12202 Harbor Blvd. Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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Parcel G - 12239 Choisser Rd.Back up docs for Subdivision Guarantee.pdf

Parcel G - 12239 Choisser Rd.Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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Parcel H - 12251 Twintree Lane.Back up docs for Subdivision Guarantee.pdf

Parcel H - 12251 Twintree Lane.Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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Parcel I - 12571 Twintree Lane.Back up docs for Subdivision Guarantee.pdf

Parcel I - 12571 Twintree Lane.Back up docs for Subdivision Guarantee.pdf	Content-Type: application/pdf Content-Encoding: base64
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Order Number: 48536 (MK)

Page Number: 1

UPDATE



625 The City Drive, Suite 150, Orange, CA 92868
(714)748-7000

Customer Reference:

Order Number: 48536 (MK)

Title Officer: Mike Kovacs
Phone: (714)748-7000
Fax No.: (714)748-7405
E-Mail: mkovacs@westernresourcetitle.com
Buyer: (To Be Determined)
Property: **12222 Harbor Boulevard
Garden Grove, CA**

PRELIMINARY REPORT

First American Title Insurance Company

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 9, 2012 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

(To Be Determined)

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

**GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT, A PUBLIC BODY,
CORPORATE AND POLITIC, AS TO PARCELS A, B, AND C;**

**NIDA O. NEFF, SOLE TRUSTEE OF THE EXEMPTION TRUST OF LESTER E. NEFF AND
NIDA O. NEFF 1985 TRUST, AS TO LOTS 215 AND 216; AND NIDA O. NEFF, OR SUCH
SUCCESSOR TRUSTEES AS MY HEREAFTER BE APPOINTED, AS TRUSTEE OF THE NIDA
O. NEFF REVOCABLE LIVING TRUST, UDT JUNE 2, 2006, AS TO LOT 217 AS TO PARCEL
D;**

**CITY OF GARDEN GROVE, AS SUCCESSOR AGENCY OF THE GARDEN GROVE AGENCY
FOR COMMUNITY DEVELOPMENT, AS TO PARCELS E AND I;**

MANN ENTERPRICES INC., A DELAWARE CORPORATION AS TO PARCEL F;

**JAMES WEISHAAR AND SHARON WEISHAAR, HUSBAND AND WIFE AS JOINT
TENANTS AS TO PARCEL G;**

ROBERT L. DONOVAN, AN UNMARRIED MAN AS TO PARCEL H;

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

THE FOLLOWING MATTERS AFFECT PARCEL A:

1. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.

2. General and special taxes and assessments for the fiscal year 2011-2012.

First Installment:	\$17.48, PAID
Penalty:	\$0.00
Second Installment:	\$17.48, PAID
Penalty:	\$0.00
Tax Rate Area:	18-193
A. P. No.:	231-491-20

3. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

4. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.

5. The reservation for roads, railroads and ditches of a strip of land 15 feet wide, along, adjoining and each side of the quarter section lines, and the reservation of the use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in the deed from the Stearns Ranchos Company recorded December 13, 1892 in Book 78, page 181 of Deeds.

6. An easement for road and incidental purposes, recorded April 4, 1917 in Book 300 of Deeds, Page 376.

In Favor of:	The County of Orange
Affects:	The West 20 feet of the land

7. An easement for road and incidental purposes, recorded October 14, 1926 in Book 681 of Deeds, Page 186.

In Favor of:	The County of Orange
Affects:	The West 35 feet of the land

8. An easement for road and incidental purposes, recorded May 13, 1947 in Book 1521, page 294 of Official Records.

In Favor of:	The County of Orange
Affects:	A portion of the land

9. The effect of a map purporting to show the land and other property, filed in Book 20, page 18 of Record of Surveys.

10. The effect of a map purporting to show the land and other property, filed in Book 40, page 15 of Record of Surveys.

11. An easement for street, highway and incidental purposes, recorded November 27, 1961 as Book 5924, page 192 of Official Records.

In Favor of:	The City of Garden Grove
Affects:	The West 50 feet of the land

12. The terms and provisions contained in the document entitled "Certificate of Completion" recorded July 28, 1980 in Book 13679, page 804 of Official Records.
13. A deed of trust to secure the performance of an agreement or other obligation, recorded March 9, 2011 as Instrument No. 2011000124339 of Official Records.

Dated: March 8, 2011
Trustor: Garden Grove Agency for Community Development, a public body, corporate and politic
Trustee: Stewart Title of California
Beneficiary: City of Garden Grove, a charter city

14. Rights of parties in possession.

THE FOLLOWING MATTERS AFFECT PARCEL B:

15. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
16. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$0.00, NO TAX DUE
Penalty: \$0.00
Second Installment: \$0.00, NO TAX DUE
Penalty: \$0.00
Tax Rate Area: 18-341
A. P. No.: 231-521-01
17. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$221.81, PAID
Penalty: \$0.00
Second Installment: \$221.81, PAID
Penalty: \$0.00
Tax Rate Area: 18-341
A. P. No.: 231-521-02
18. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
19. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
20. The reservation of a portion of the land for roads, railroads and ditches, and the reservation of the use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said described tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as contained in the deed from the Stearns Ranchos Company recorded April 7, 1894 in Book 87, page 87 of Deeds.

21. Rights and rights of way as contained in the agreement between Geo. Waldvogel and others, recorded My 7, 1919 in Book 332, page 107 of Deeds.
22. An easement for road and incidental purposes in the document recorded in Book 300 of Deeds, Page 376.
23. A right of way over a portion of the land for widening Harbor Boulevard as described in the deed to the County of Orange recorded May 13, 1947 in Book 1521, page 294 of Official Records and re-recorded March 29, 1948 in Book 1743, page 131 of Official Records.
24. An easement for water pipelines and incidental purposes in the document recorded as Book 1900 Page 299 of Official Records.
25. The right to use the a pipeline as described in a deed recorded September 13, 1949 in Book 1900, page 299 of Official Records.
26. An easement over said land for ingress and egress and public utilities as reserved in the last above mentioned deed. and in the deed form Clarence A. Pingston and wife recorded November 15, 1949 in Book 1926, page 334 of Official Records and in subsequent deed of record.
27. The terms and conditions of a pumping plant agreement relating to a well and pumping plant located on other land, recorded November 6, 1951 in Book 2250, page 353 of Official Records.
28. The effect of a map purporting to show the land and other property, filed in Book 21, Page 5 of Record of Surveys.
29. An easement for highway and incidental purposes in the document recorded as Book 3671 Page 384 of Official Records.

A portion of the above easement was vacated an abandoned by Resolution No. 2961-65 of the City Council of the City of Garden Grove recorded may 19, 1965 in Book 7525, page 992 of Official Records.
30. An easement for pole lines, conduits and incidental purposes in the document recorded as Book 3037 Page 116 of Official Records.
31. The effect of a map purporting to show the land and other property, filed in Book 53, Page 48 and in Book 79, Page 42, both of Record of Surveys.
32. An easement for street, highway and incidental purposes in the document recorded as Book 6549 Page 879 of Official Records.
33. An easement or lesser right, as disclosed by an inspection.

For: the owners of adjacent lands, and incidental purposes., and
incidental purposes.

Affects: easterly portion of the land.

34. An easement for vehicular ingress and egress and incidental purposes, recorded as Book 7569 Page 11 of Official Records.
In Favor of: The City of Garden Grove
Affects: a portion of said land
35. An easement for public utilities and incidental purposes, recorded as Book 13170 Page 730 of Official Records.
In Favor of: Southern California Edison Company
Affects: a portion of said land
36. An easement for public utilities and incidental purposes, recorded November 23, 1987 as Instrument No. 87-656163 of Official Records.
In Favor of: Southern California Edison Company
Affects: a portion of said land
37. An easement for public utilities and incidental purposes, recorded April 6, 1989 as Instrument No. 89-179424 of Official Records.
In Favor of: Pacific Bell
Affects: a portion of said land
38. A deed of trust to secure the performance of an agreement or other obligation, recorded March 9, 2011 as Instrument No. 2011000124338 of Official Records.

Dated: March 8, 2011
Trustor: Garden Grove Agency for Community Development, a public body, corporate and politic
Trustee: Stewart Title of California
Beneficiary: City of Garden Grove, a charter city
39. Rights of parties in possession.

THE FOLLOWING MATTERS AFFECT PARCEL C:

40. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
41. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$148.25, PAID
Penalty: \$0.00
Second Installment: \$148.25, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-521-03

42. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$152.46, PAID
Penalty: \$0.00
Second Installment: \$152.46, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-521-04

43. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$168.12, PAID
Penalty: \$0.00
Second Installment: \$168.12, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-521-05

44. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

45. An easement for pole lines, conduits and incidental purposes in the document recorded as Book 3030 Page 91 of Official Records.

46. An easement for pole lines, conduits and incidental purposes in the document recorded as Book 3037 Page 117 of Official Records.

47. An easement for highway and incidental purposes in the document recorded as Book 3174 Page 570 of Official Records.

By Resolution No. 3298-67 of the City Council of the City of Garden Grove, recorded March 8, 1967 in Book 8193, page 441 of Official Records, a portion of the easement was vacated and abandoned.

48. An easement for highway and incidental purposes in the document recorded as Book 5206 Page 459 of Official Records.

49. An easement for street and highway and incidental purposes in the document recorded as Book 5206 Page 460 of Official Records.

50. An easement for street and highway and incidental purposes in the document recorded as Book 6549 Page 879 of Official Records.

51. An easement for ingress and egress and incidental purposes in the document recorded as Book 7366 Page 683 of Official Records.

The terms and provisions contained in the document entitled "Agreement" recorded as Book 11727 Page 466 of Official Records.

52. An easement for ingress and egress and incidental purposes in the document recorded as Book 121722 Page 1165 of Official Records.
53. An easement for public utilities and incidental purposes, recorded November 23, 1987 as Instrument No. 87-656163 of Official Records.
In Favor of: Southern California Edison
Affects: a portion of the land
54. An easement for public utilities and incidental purposes, recorded April 8, 1989 as Instrument No. 89-179424 of Official Records.
In Favor of: Pacific Bell
Affects: a portion of the land
55. A Deed of Trust to secure an original indebtedness of \$2,500,000.00 recorded October 8, 2010 as Instrument No. 2010-508665 of Official Records.
Dated: October 5, 2010
Trustor: Garden Grove Agency for Community Development, a public body, corporate and politic
Trustee: Western Resources Title
Beneficiary: Richard Kil and Young Hui Kil, husband and wife as joint tenants
56. A deed of trust to secure the performance of an agreement or other obligation, recorded March 9, 2011 as Instrument No. 2011-124343 of Official Records.
Dated: March 8, 2011
Trustor: Garden Grove Agency for Community Development, a public body, corporate and politic
Trustee: Stewart Title of California
Beneficiary: City of Garden Grove, a charter city
57. Rights of parties in possession.

THE FOLLOWING MATTERS AFFECT PARCEL D:

58. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
59. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$596.16, PAID
Penalty: \$0.00
Second Installment: \$596.16, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-521-06

60. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$532.27, PAID
Penalty: \$0.00
Second Installment: \$532.27, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-521-07
61. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$405.06, PAID
Penalty: \$0.00
Second Installment: \$405.06, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-521-08
62. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
63. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
64. An easement shown or dedicated on the Map as referred to in the legal description

For: public utilities and incidental purposes.
65. An easement for public utilities and incidental purposes, recorded as Book 2667 Page 2 of Official Records.
In Favor of: Southern California Edison Company
Affects: North 6 feet of Lots 215, 216 and 217
66. Covenants, conditions, restrictions and easements in the document recorded as Book 2667 Page 486 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
67. An easement for public utilities and incidental purposes, recorded as Book 2704 Page e396 of Official Records.
In Favor of: Pacific Telephone and Telegraph Co
Affects: North 6 feet of Lots 215, 216 and 217

68. A Deed of Trust to secure an original indebtedness of \$76,000.00 recorded December 31, 1986 as Instrument No. 86-658823 of Official Records.

Dated: December 18, 1996
Trustor: Lester E. Neff and Nida O. Neff, husband and wife
Trustee: Trans-Coast Services, Inc., a California Corporation
Beneficiary: Sears Savings Bank, a California Corporation

Affects Lot 215 only

69. An easement for public utilities and incidental purposes, recorded May 26, 1987 as Instrument No. 87-293660 of Official Records.

In Favor of: Southern California Edison Company
Affects: Northerly 5 feet of the Westerly 60 feet of Lot 217

70. A Deed of Trust to secure an original indebtedness of \$20,100.00 recorded August 21, 1998 as Instrument No. 98-550204 of Official Records.

Dated: August 11, 1998
Trustor: Nida O. Neff
Trustee: First American Title Insurance Co
Beneficiary: Wells Resource/PHH real Estate Services, LLC

According to the public records, the beneficial interest under the deed of trust was assigned to Mortgage Electronic Registration Systems, Inc., as nominee for Homeside Lending Inc., its successors and assigns by assignment recorded October 26, 1999 as Instrument No. 99-750175 of Official Records.

Affects Lot 216 only

71. An easement for street, highway and incidental purposes, recorded as Book 5924 Page 195 of Official Records.

In Favor of: City of Garden Grove
Affects: A portion of Lot 217

72. An easement for street, highway and incidental purposes, recorded as Book 5943 Page 952 of Official Records.

In Favor of: City of Garden Grove
Affects: A portion of Lot 217

73. Rights of parties in possession.

74. Prior to the issuance of any policy of title insurance, we will require for our review a full copy of the Lester E. Neff and Nida O. Neff 1985 Trust, and any amendments thereto.

75. With respect to the trust referred to in the vesting:
a. A certification pursuant to Section 18100.5 of the California Probate Code in a form satisfactory to the Company.
b. Copies of those excerpts from the original trust documents and amendments thereto which

designate the trustee and confer upon the trustee the power to act in the pending transaction.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

THE FOLLOWING MATTERS AFFECT PARCEL E:

76. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$1,209.29, PAID
Penalty: \$0.00
Second Installment: \$1,209.29, PAID
Penalty: \$0.00
Tax Rate Area: 18-055
A. P. No.: 231-491-13
77. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$16.76, PAID
Penalty: \$0.00
Second Installment: \$16.76, PAID
Penalty: \$0.00
Tax Rate Area: 18-055
A. P. No.: 231-491-18
78. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
79. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
80. An easement shown or dedicated on the Map as referred to in the legal description

For: public utilities and incidental purposes.
81. Covenants, conditions, restrictions and easements in the document recorded as Book 3515 Page 34 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
82. An easement for pole lines and incidental purposes in the document recorded as Book 3551 Page 382 of Official Records.
83. An easement for pole lines and incidental purposes in the document recorded as Book 3562 Page 584 of Official Records.

THE FOLLOWING MATTERS AFFECT PARCEL F:

84. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
85. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$2,981.80, PAID
Penalty: \$0.00
Second Installment: \$2,981.80, PAID
Penalty: \$0.00
Tax Rate Area: 18-350
A. P. No.: 231-491-21
86. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
87. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
88. The reservation for roads, railroads and ditches of a strip of land 15 feet wide, along, adjoining and each side of the quarter section lines, and the reservation of the use and control of cienegas and natural streams of water, if any, naturally upon, flowing across, into or by said tract, and the right of way for and to construct irrigation or drainage ditches through said tract to irrigate or drain the adjacent land, as reserved in the deed from the Stearns Ranchos Company recorded December 13, 1892 in Book 78, page 181 of Deeds.
89. An easement for road and incidental purposes, recorded in Book 300 of Deeds, Page 376.
In Favor of: County of Orange
Affects: West 20 feet of said land
90. An easement for road and incidental purposes, recorded in Book 681 of Deeds, Page 186.
In Favor of: County of Orange
Affects: West 35 feet of said land
91. An easement for road and incidental purposes, recorded as Book 1521 Page 294 of Official Records.
In Favor of: County of Orange
Affects: a portion of said land
92. The effect of a map purporting to show the land and other property, filed in Book 20, Page 18 of Record of Surveys.
93. The effect of a map purporting to show the land and other property, filed in Book 40, Page 15 of Record of Surveys.

94. An easement for street, highway and incidental purposes, recorded as Book 5888 Page 489 of Official Records.
In Favor of: City of Garden Grove
Affects: West 50 feet of said land
95. An easement for public street, highway and incidental purposes, recorded as Book 9142 Page 712 of Official Records.
In Favor of: City of Garden Grove
Affects: Easterly 10 feet of the Westerly 60 feet of said land
96. The terms and provisions contained in the document entitled "Development Agreement" recorded March 20, 1992 as Instrument No. 92-170685 of Official Records.
97. Rights of parties in possession.
98. With respect to Mann Enterprises, Inc., a corporation:
a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.

THE FOLLOWING MATTERS AFFECT PARCEL G:

99. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
100. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$1,058.76, PAID
Penalty: \$0.00
Second Installment: \$1,058.76, PAID
Penalty: \$0.00
Tax Rate Area: 18-055
A. P. No.: 231-491-12
101. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$34.23, PAID
Penalty: \$0.00
Second Installment: \$34.23, PAID
Penalty: \$0.00
Tax Rate Area: 18-055
A. P. No.: 231-491-19
102. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

103. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
104. An easement shown or dedicated on the Map as referred to in the legal description

For: public utilities and incidental purposes.
105. Covenants, conditions, restrictions and easements in the document recorded as Book 3515 Page 34 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
106. An easement for pole lines and incidental purposes in the document recorded as Book 3551 Page 382 of Official Records.
107. An easement for pole lines and incidental purposes in the document recorded as Book 3562 Page 584 of Official Records.
108. A certified copy of a judgment or an abstract thereof, recorded December 8, 2009 as Instrument No. 09-656573 of Official Records.
Court: Superior Court
Case No.: 30-2008-00085883
Debtor: James M. Weisshaar
Creditor: Cach, LLC
Amount: \$2,882.05, and any other amounts due thereunder

THE FOLLOWING MATTERS AFFECT PARCEL H:

109. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
110. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$1,011.01, PAID
Penalty: \$0.00
Second Installment: \$1,011.01, PAID
Penalty: \$0.00
Tax Rate Area: 18-055
A. P. No.: 231-521-09
111. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

112. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
113. An easement shown or dedicated on the Map as referred to in the legal description
- For: public utilities and incidental purposes.
114. An easement for public utilities and incidental purposes, recorded as Book 2667 Page 2 of Official Records.
In Favor of: Southern California Edison
Affects: North 6 feet of said land
115. Covenants, conditions, restrictions and easements in the document recorded as Book 2667 Page 486 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
116. An easement for public utilities and incidental purposes, recorded as Book 2704 Page 396 of Official Records.
In Favor of: Pacific Telephone and Telegraph
Affects: North 6 feet of said land
117. A Deed of Trust to secure an original indebtedness of \$125,000.00 recorded February 16, 1993 as Instrument No. 93-95651 of Official Records.
Dated: February 1, 1993
Trustor: Robert L. Donovan, an unmarried man
Trustee: Sonoma Conveyancing Corporation
Beneficiary: North American Mortgage Company

According to the public records, the beneficial interest under the deed of trust was assigned to American Savings Bank, FSB by assignment recorded December 20, 1994 as Instrument No. 94-723731 of Official Records.

118. A Deed of Trust to secure an original indebtedness of \$50,000.00 recorded August 25, 2006 as Instrument No. 06-570893 of Official Records.
Dated: August 18, 2006
Trustor: Robert L. Donovan
Trustee: Ticor Title, NLC, a California Corporation
Beneficiary: Washington Mutual Bank, a Federal Association

The above deed of trust states that it secures an equity line/revolving line of credit.

119. Any right, title or interest of the spouse (if any) of any married vestee herein.

THE FOLLOWING MATTERS AFFECT PARCEL I:

120. General and special taxes and assessments for the fiscal year 2012-2013, a lien not yet due or payable.
121. General and special taxes and assessments for the fiscal year 2011-2012.
First Installment: \$441.11, PAID
Penalty: \$0.00
Second Installment: \$441.11, PAID
Penalty: \$0.00
Tax Rate Area: 18-055
A. P. No.: 231-521-10
122. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
123. The lien of bonds and assessment liens, if applicable, collected with the general and special taxes.
124. An easement shown or dedicated on the Map as referred to in the legal description
For: public utilities and incidental purposes.
125. An easement for public utilities and incidental purposes, recorded as Book 2667 Page 2 of Official Records.
In Favor of: Southern California Edison
Affects: North 6 feet of said land
126. Covenants, conditions, restrictions and easements in the document recorded as Book 2667 Page 486 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
127. An easement for public utilities and incidental purposes, recorded as Book 2704 Page 396 of Official Records.
In Favor of: Pacific Telephone and Telegraph
Affects: North 6 feet of said land
128. Any right, title or interest of the spouse (if any) of any married vestee herein.

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

1. This report is preparatory to the issuance of an ALTA Loan Policy. We have no knowledge of any fact which would preclude the issuance of the policy with CLTA endorsement forms 100 and 116 and if applicable, 115 and 116.2 attached.

When issued, the CLTA endorsement form 116 or 116.2, if applicable will reference a(n) vacant land as to Parcel A

a Commercial Building known as 12252 Harbor Boulevard, Garden Grove, CA as to Parcel B

a Commercial Building known as 12262, 12272 and 12292 Harbor Boulevard, Garden Grove, CA as to Parcel C

2 Single Family Residences known as 12511 and 12531 Twintree Lane, Garden Grove, CA and a Commercial Building known as 12032 Harbor Boulevard, Garden Grove, Ca as to Parcel D

a Single Family Residence known as 12237 Choisser Road, Garden Grove, CA as to Parcel E

a vacant land as to Parcel F

a Single Family Residence known as 12239 Choisser Road, Garden Grove, CA as to Parcel G

a Single Family Residence known as 12551 Twintree Lane, Garden Grove, CA as to Parcel H

a Single Family Residence known as 12571 Twintree Lane, Garden Grove, CA as to Parcel I

2. According to the public records, there has been no conveyance of the land within a period of twenty four months prior to the date of this report, except as follows:

A document recorded October 8, 2010 as Instrument No. 2010-508664 of Official Records.

From: Richard Kil and Yong Hui Kil, husband and wife as joint tenants

To: Garden Grove Agency for Community Development, a public body,
corporate and politic

Order Number: 48536 (MK)

Page Number: 18

A document recorded October 29, 2010 as Instrument No. 2010-571120 of Official Records.

From: Wayne R. Lohse and Lynn Lohse, husband and wife as joint tenants

To: Lynn Lohse, a married woman sole separate property

A document recorded November 2, 2010 as Instrument No. 2010-579086 of Official Records.

From: Lynn Lohse, a married woman sole separate property

To: Wayne R. Lohse and Lynn Lohse, husband and wife as joint tenants

A document recorded February 27, 2012 as Instrument No. 2012-107849 of Official Records.

From: Wayne R. Lohse and Lynn Lohse, husband and wife

To: City of Garden Grove, as successor agency of the Garden Grove Agency
for Community Development

A document recorded March 27, 2012 as Instrument No. 2012-171863 of Official Records.

From: Bradley Scott Kenning

To: City of Garden Grove, as successor agency of the Garden Grove Agency
for Community Development

SECTION 12413.1, CALIFORNIA INSURANCE CODE, COMMONLY KNOWN AS ASSEMBLY BILL 512, BECAME EFFECTIVE JANUARY 1, 1990. THIS LEGISLATION DEALS WITH THE DISBURSEMENT OF FUNDS DEPOSITED WITH ANY TITLE ENTITY ACTING IN AN ESCROW OR SUBESCROW CAPACITY. THE LAW REQUIRES THAT ALL FUNDS BE DEPOSITED AND COLLECTED BY THE TITLE ENTITY'S ESCROW AND/OR SUBESCROW ACCOUNT PRIOR TO DISBURSEMENT OF ANY FUNDS. SOME METHODS OF FUNDING MAY SUBJECT FUNDS TO A HOLDING PERIOD WHICH MUST EXPIRE BEFORE ANY FUNDS MAY BE DISBURSED. IN ORDER TO AVOID ANY SUCH DELAYS, ALL FUNDINGS SHOULD BE DONE THROUGH WIRE TRANSFER, CERTIFIED CHECK OR CHECKS DRAWN ON CALIFORNIA FINANCIAL INSTITUTIONS.

FOR YOUR CONVENIENCE, THE FOLLOWING IS WESTERN RESOURCES TITLE COMPANY WIRING INSTRUCTIONS:

EAST WEST BANK
1900 AVENUE OF THE STARS
LOS ANGELES, CA 90067

ABA ROUTING #322070381
CREDIT WESTERN RESOURCES TITLE COMPANY
TITLE TRUST ACCOUNT #83234005

REFERENCE: Mike Kovacs , TITLE OFFICER
WRTC ORDER NO.: 48536

WHEN THIS ORDER CLOSES AND WESTERN RESOURCES TITLE COMPANY HAS CLEARED FUNDS TO DISBURSE THROUGH SUBESCROW, WE WILL DEDUCT FROM LOAN PROCEEDS ALL TITLE CHARGES, TAXES, WIRE FEES, DELIVERY FEES AND \$25.00 PER DEMAND OVER TWO (2), IF ANY.

PRIVACY NOTICE (15 U.S.C. 6801 AND 16 CFR PART 313):

WE COLLECT NONPUBLIC PERSONAL INFORMATION ABOUT YOU FROM INFORMATION YOU PROVIDE ON FORMS AND DOCUMENTS AND FROM OTHER PEOPLE SUCH AS YOUR LENDER, REAL ESTATE AGENT, ATTORNEY, ESCROW, ETC. WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW. WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION IN ORDER TO PROVIDE PRODUCTS OR SERVICES TO YOU. WE MAINTAIN PHYSICAL, ELECTRONIC AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH FEDERAL REGULATIONS TO GUARD YOUR NONPUBLIC PERSONAL INFORMATION.

LEGAL DESCRIPTION

Real property in the **City of Garden Grove**, County of **Orange**, State of **California**, described as follows:

PARCEL A:

THE SOUTH 129.44 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 231-491-20

PARCEL B:

PARCEL 1:

THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES LYING IN, UNDER OR ON THE ABOVE DESCRIBED LAND, UNTIL FEBRUARY 2, 1974, AS EXCEPTED AND RESERVED BY WALTER R. GISLER AND OTHERS IN THE DEED FROM THEM RECORDED MARCH 31, 1949 IN BOOK 182, PAGE 196 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED PRIOR TO SAID FEBRUARY 2, 1974, OR BE DISCOVERED IN ANY WELL BEING DRILLED ON SAID LAND ON SAID DATE, OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON SAID FEBRUARY 2, 1974, COVERING SAID LAND OR ANY PART THEREOF, THEN AND IN THAT EVENT THE GRANTORS EXCEPT AND RESERVE TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, ONE-HALF OF ALL OIL, GAS, MINERALS OR HYDROCARBON SUBSTANCES PRODUCED FROM SAID LAND DURING THE TERM OF SAID LEASE, AND SO LONG AS OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES ARE PRODUCED FROM SAID LAND;

ALSO EXCEPTING THEREFROM THE RIGHT OF ENTRY UPON THE SURFACE AND INTO THE SUBSURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND PRODUCING SAID SUBSTANCES, OR ANY OF THEM; AND FURTHER RESERVING ONE-HALF OF ANY BONUS OR RENTAL PAID BY ANY LESSEE ON ACCOUNT OF ANY SUCH OIL, GAS, MINERAL OR OTHER HYDROCARBON LEASE COVERING SAID LAND.

PARCEL 2:

THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST

QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTH 12 FEET.

ALSO EXCEPTING THEREFROM THE SOUTH 200 FEET.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES LYING IN, UNDER OR ON THE ABOVE DESCRIBED LAND, UNTIL FEBRUARY 2, 1974, AS EXCEPTED AND RESERVED BY WALTER R. GISLER AND OTHERS IN THE DEED FROM THEM RECORDED MARCH 31, 1949 IN BOOK 182, PAGE 196 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED PRIOR TO SAID FEBRUARY 2, 1974, OR BE DISCOVERED IN ANY WELL BEING DRILLED ON SAID LAND ON SAID DATE, OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON SAID FEBRUARY 2, 1974, COVERING SAID LAND OR ANY PART THEREOF, THEN AND IN THAT EVENT THE GRANTORS EXCEPT AND RESERVE TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, ONE-HALF OF ALL OIL, GAS, MINERALS OR HYDROCARBON SUBSTANCES PRODUCED FROM SAID LAND DURING THE TERM OF SAID LEASE, AND SO LONG AS OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES ARE PRODUCED FROM SAID LAND; ALSO RESERVING THE RIGHT OF ENTRY UPON THE SURFACE AND INTO THE SUBSURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND PRODUCING SAID SUBSTANCES, OR ANY OF THEM; AND FURTHER RESERVING ONE-HALF OF ANY BONUS OR RENTAL PAID BY ANY LESSEE ON ACCOUNT OF ANY SUCH OIL, GAS, MINERAL OR OTHER HYDROCARBON LEASE COVERING SAID LAND.

PARCEL 2A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 231-521-01 AND 231-521-02

PARCEL C:

PARCEL 1:

THE NORTH 45 FEET OF THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 1.0 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE OPERATION AND MAINTENANCE OF WATER PIPE LINES OVER THE EAST 6 FEET OF SAID WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THE NORTH 12 FEET.

ALSO EXCEPTING THE SOUTH 200 FEET THEREOF.

PARCEL 3:

THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPT THE NORTH 45 FEET THEREOF;

ALSO EXCEPT THEREFROM THE SOUTH 84 FEET THEREOF;

PARCEL 4:

THE SOUTH 84 FEET OF THE WEST 400 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 10 ET SEQ., OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPT ALL RIGHT, TITLE AND INTEREST IN ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS LYING IN AND UNDER THE SURFACE OF THE FOLLOWING DESCRIBED PROPERTY, BELOW THE DEPTH OF FIVE HUNDRED FEET, UNTIL FEBRUARY 2, 1974. PROVIDED, HOWEVER THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED BELOW THE DEPTH OF FIVE HUNDRED FEET PRIOR TO FEBRUARY 2, 1974, OR BE DISCOVERED IN ANY WELL BEING DRILLED ON SAID DATE OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON FEBRUARY 2, 1974, COVERING SAID PROPERTY, OR ANY PART THEREOF, THEN AND IN THAT EVENT, THE ABOVE NAMED GRANTEE HEREIN, OR THEIR SUCCESSORS AND ASSIGNS, SHALL BE ENTITLED TO ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES PRODUCED FROM SAID PROPERTY BELOW SAID FIVE HUNDRED FOOT DEPTH DURING THE TERM OF SAID LEASE AND SO LONG AS OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES ARE SO PRODUCED, THEY HAVING THE RIGHT OF ENTRY INTO THE SUBSURFACE OF SAID LAND BELOW THE DEPTH OF FIVE HUNDRED FEET BY THE METHOD COMMONLY KNOWN AS WHIPSTOCKING OR SLANT DRILLING FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND PRODUCING SAID SUBSTANCES OR ANY OF THEM.

APN: 231-521-03, 231-521-04 and 231-521-05

PARCEL D:

LOTS 215, 216 AND 217 OF TRACT NO. 2012, AS SHOWN ON A MAP RECORDED IN BOOK 55, PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBONS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

ALSO EXCEPT THEREFROM ALL WATER AND SUBSURFACE WATER RIGHTS, WITHOUT THE RIGHT OF SURFACE ENTRY, BELOW A DEPTH OF 500 FEET, AS DEDICATED OR RESERVED IN INSTRUMENTS OF RECORD.

APN: 231-521-06, 231-521-07 AND 231-521-08

PARCEL E:

LOT 7 IN TRACT NO. 2782, AS PER MAP RECORDED IN BOOK 89, PAGES 24 AND 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 231-491-13 AND 231-491-18

PARCEL F:

THE NORTH 129.44 FEET OF THE SOUTH 258.88 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF ORANGE, STATE OF CALIFORNIA.

APN: 231-491-21

PARCEL G:

PARCEL NO. 1:

LOT 8 OF TRACT NO. 2782, AS PER MAP RECORDED IN BOOK 89, PAGES 24 AND 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE WESTERLY 65.75 FEET THEREOF.

PARCEL NO. 2:

THE WESTERLY 65.75 FEET OF LOT 8 OF TRACT NO. 2782, AS PER MAP RECORDED IN BOOK 89, PAGES 24 AND 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 231-491-12 AND 231-491-19

PARCEL H:

LOT 214 OF TRACT NO 2012, AS PER MAP RECORDED IN BOOK 55, PAGE 47 TO 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ONE-HALF OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN VARIOUS DEEDS OF RECORD.

ALSO EXCEPT AN UNDIVIDED ONE-FOURTH INTEREST IN ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHTS OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, BORING, EXCAVATING, DRILLING, MINING, PROSPECTING FOR, REMOVING, OR MARKETING SAID SUBSTANCES, AS RESERVED IN VARIOUS DEEDS OF RECORD.

APN: 231-521-09

PARCEL I:

LOT 213 OF TRACT NO. 2012, AS PER MAP RECORDED IN BOOK 55, PAGE 47 TO 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ONE-HALF OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN VARIOUS DEEDS OF RECORD.

ALSO EXCEPT AN UNDIVIDED ONE-FOURTH INTEREST IN ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHTS OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND, FOR THE PURPOSE OF EXPLORING FOR, BORING, EXCAVATING, DRILLING, MINING, PROSPECTING FOR, REMOVING, OR MARKETING SAID SUBSTANCES, AS RESERVED IN VARIOUS DEEDS OF RECORD.

APN: 231-521-10

APN:

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**1. CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
SCHEDULE B**

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by their policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**2. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or

created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

**3. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY FORM B - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 2 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

**4. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
SCHEDULE OF EXCLUSIONS FROM COVERAGE**

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant, (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder, (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

**5. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1970
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association Lenders Policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy, the exclusions set forth in paragraph 4 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage by reason of the matters shown in parts one and two following:

Part One

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**6. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH A.L.T.A. ENDORSEMENT FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy; (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or the extent insurance is afforded herein as to assessments for street improvements under construction or completed at date of policy); or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable "doing business" laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**7. AMERICAN LAND TITLE ASSOCIATION LOAN POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 6 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**8. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;
(d) attaching or created subsequent to Date of Policy; or
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
(i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
(ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
(a) to timely record the instrument of transfer; or
(b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

**9. AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY - 1992
WITH REGIONAL EXCEPTIONS**

When the American Land Title Association policy is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 8 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

**10. AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL
TITLE INSURANCE POLICY - 1987
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * land use
 - * improvements on the land
 - * land division
 - * environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date. This exclusion does not limit the zoning coverage described in items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking.
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date - unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date - this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
 - * in streets, alleys, or waterways that touch your landThis exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

11. EAGLE PROTECTION OWNER'S POLICY

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998 ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE - 1998

Covered Risks 14 (Subdivision Law Violation), 15 (Building Permit), 16 (Zoning) and 18 (Encroachment of boundary walls or fences) are subject to Deductible Amounts and Maximum Dollar Limits of Liability

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning:

a. building	b. zoning
c. land use	d. improvements on the land
e. land division	f. environmental protection

This exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless:
 - a. a notice of exercising the right appears in the Public Records at the Policy Date; or
 - b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.This exclusion does not limit the coverage described in Covered Risk 11 or 18.

12. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or area of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or

- governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14 and 16 of this policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
 3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
 5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
 6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8 (e) and 26.
 7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
 8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of interest is greater as a result of the modification than it would have been before the modification.This exclusion does not limit the coverage provided in Covered Risk 8.
 9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: NONE.

13. SECOND GENERATION EAGLE LOAN POLICY AMERICAN LAND TITLE ASSOCIATION EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) WITH REGIONAL EXCEPTIONS

When the American Land Title Association loan policy with EAGLE Protection Added is used as a Standard Coverage Policy and not as an Extended Coverage Policy the exclusions set forth in paragraph 12 above are used and the following exceptions to coverage appear in the policy.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

Part One:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

Order Number: 48536 (MK)

Page Number: 31

Part Two:

1. The following existing statutes, reference to which are made part of the ALTA 8.1 Environmental Protection Lien Endorsement incorporated into this Policy following item 28 of Covered Risks: None.

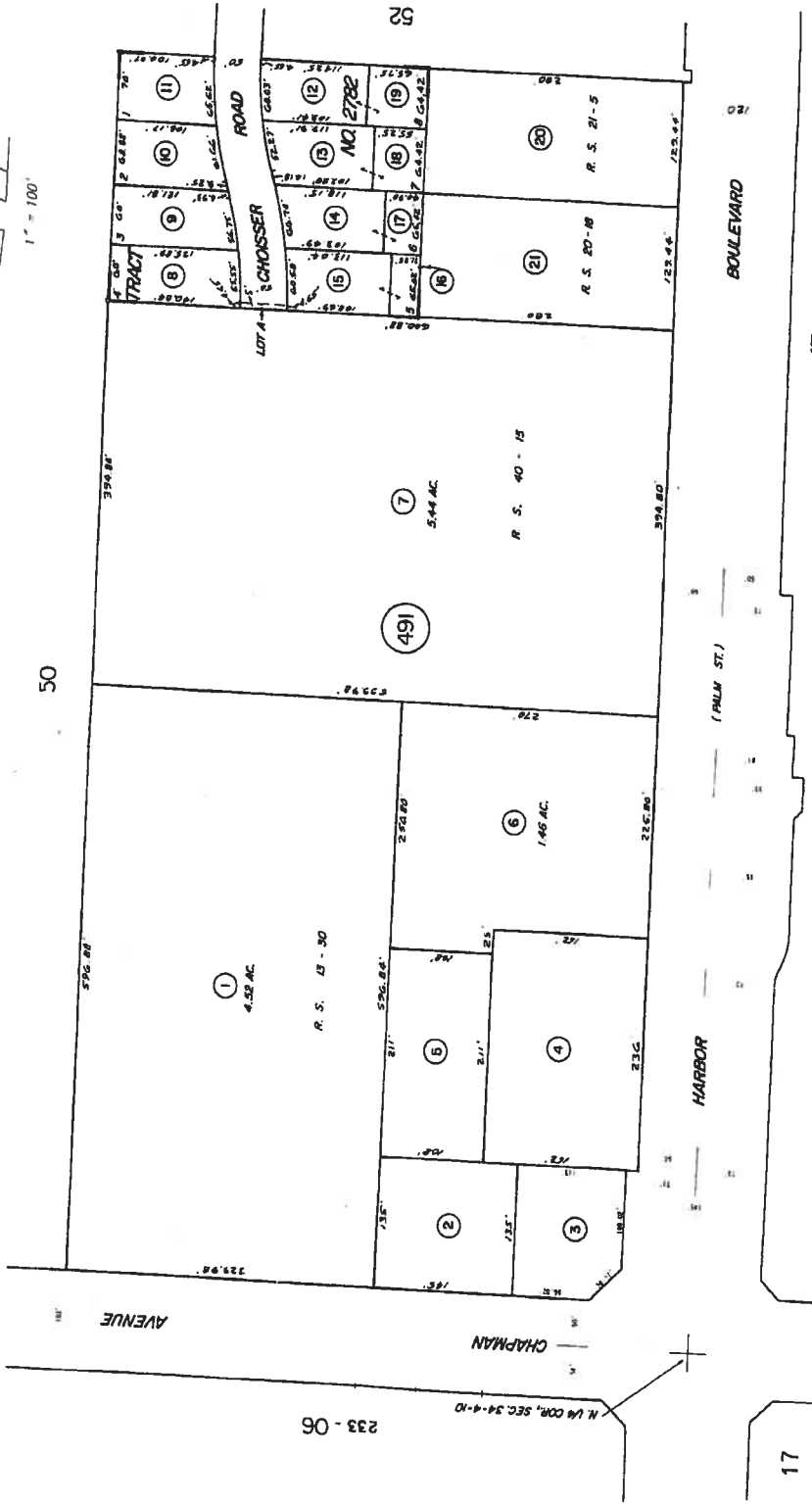
Order Number: 48536 (MK)

Page Number: 32

231

1" = 100'

THESE ARE THE ORIGINAL RECORDS



SEP 2006

31/06

ASSESSOR'S MAP
BOOK 231 PAGE 49
COUNTY OF ORANGE

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

TRACT NO. 2782 M.M. 89-24, 25

MARCH 1980

18/181

BEST COPY

year one thousand eight hundred and
 me, F. D. Daniel, Notary Public for the County of Orange, State of California, duly commissioned and sworn, personally appeared N. P. Jones, known to me to be the President and D. B. Cox known to me to be the Secretary of the Corporation described in and who executed the within and annexed instrument, and returned to me that such Corporation executed the same in Witness Whereof, I have hereunto set my hand and affixed my Official Seal, the day and year as mentioned in the certificate first above written.

(Notarial Seal) F. D. Daniel, Notary Public for the County of Orange, State of California

A full, true, and correct copy of the original record of the grant of Grantee, Dec. 13, 1892 at 49 min past 12 o'clock

J. E. Foster
 By J. A. Foster, Deputy

#5

13354 No. 251. Know All Men By these Presents: That the Rancho Company of San Francisco, California, a corporation formed and existing under and by virtue of the Laws of the State of California, in consideration of Dollars U. S. Gold Coin, received from W. H. Mc Gary receipt whereof is hereby acknowledged, does grant, bargain and sell unto W. H. Mc Gary his heirs and assigns forever, that real property situated in the County of Orange, State of California, portion of the Rancho de Bolan and portions described as follows: North East Corner of the North East Quarter of Section Thirtieth (30), Town Four North, Range Four West, San Bernardino Base and Meridian, situated to the North Forty (40) acres, reserving therefrom for Roads, Ditches and Ditches, a strip of land thirty feet wide, running, and each side of the Township and Section lines, and a strip of land between the

along adjoining and on both sides of the Quarter Section
 tracts; also reserving the use and control of pipelines
 and natural streams of water, if any, naturally upon,
 flowing across, into, or by said grants or tracts; and res-
 erving the right of way for, and to construct irrigation
 or drainage ditches through said tract to irrigate or
 drain the adjacent land. In Witness Whereof, the said
 The Stearns Rancho Company has herunto caused its
 corporate name to be signed, and its corporate seal to be
 affixed by its President and Secretary, duly authorized by
 resolution of the Board of Directors, this 29th day of
 November A.D. 1892

(Corp'l Seal)

The Stearns Rancho Company.
 E. W. Krapfins, President
 W. A. Gross, Secretary

State of California

City and County of San Francisco }
 On this 27th day of
 November in the year eighteen hundred and Ninety-Two
 before me, a Notary Public in and for said City and County,
 residing therein, duly commissioned and sworn, personally
 appeared E. W. Krapfins, known to me to be the President
 of the Corporation that executed the within instrument
 and W. A. Gross, known to me to be the Secretary of said
 Corporation and acknowledged to me that said Corpora-
 tion executed the same. In Witness Whereof, I have here-
 unto set my hand and affixed my Official Seal, at my
 office in the City and County of San Francisco, the day
 and year in these words first above written.

(Notary Seal)

E. H. Sharp, Notary Public

In me for said City and County of San Francisco,
 I shall have and do send copy of the original records ad-
 versed of D. L. Survey No. 13, 1892 of 20 min part 3 & 4 M.

C. C. Foster, Recorder
 City of San Francisco

along a highway, and each side of the Quarter Section
lines; also reserving the use and control of canyons
and natural streams of water, if any, naturally upon,
flowing across, into, or by said granted tract; and res-
erving the right of way for, and to construct irrigation
or drainage ditches through said tract to irrigate or
draw the adjacent land. In Witness Whereof, the said
The Stearns Rancho Company has herewith caused its
corporate name to be signed, and its corporate seal to be
affixed by its President and Secretary, duly authorized by
resolution of the Board of Directors, this 29th day of
November A. D. 1892

(Corp's
Seal)

The Stearns Rancho Company.
E. W. Hopkins, President
G. A. How, Secretary.

State of California.
City & County of San Francisco. }
Before me, a Notary Public in and for said City and County,
residing therein, duly commissioned and sworn, personally
appeared E. W. Hopkins, known to me to be the President
of the Corporation that executed the within instrument
and G. A. How, known to me to be the Secretary of said
Corporation, and acknowledged to me that said Corporat-
ion executed the same. In Witness Whereof, I have here-
unto set my hand and affixed my Official Seal at my
office in the City and County of San Francisco, the day
and year in this Certificate first above written.

(Notarial
Seal)

E. H. F. Lang, Notary Public.

In and for said City and County of San Francisco,
I do hereby acknowledge and deposit a copy of the original records to the
Clerk of the County of San Francisco, at 29 min. past 2 o' clock
of P. M. on the 13th day of November, 1892.

J. C. Foster (Recorder)

(City) J. C. Foster Deputy

along a spring, and each side of the Quarter Section
lines; also reserving the use and control of cienegas
and natural streams of water, if any, naturally upon,
flowing across, into, or by said granted tract; and res-
erving the right of way for, and to construct irrigation
or drainage ditches through said tract to irrigate or
drain like adjacent land. In Witness Whereof, the said
The Stearns Ranchos Company has herunto caused its
corporate name to be signed, and its corporate seal to be
affixed by its President and Secretary, duly authorized by
resolution of the Board of Directors, this 29th day of
November A.D. 1892

(Seal)
(Seal)

The Stearns Ranchos Company.
E. W. Koptine, President
W. H. Snow, Secretary.

State of California.
City & County of San Francisco. }⁵⁵ On this Thirtieth day of
November in the year eighteen hundred and Ninety-Two.
Before me, a Notary Public in and for said City and County,
residing therein, duly commissioned and sworn, personally
appeared E. W. Koptine, known to me to be the President
of the Corporation that executed the within instrument
and W. H. Snow, known to me to be the Secretary of said
Corporation, and acknowledged to me that said Corpora-
tion executed the same. In Witness Whereof, I have here-
unto set my hand and affixed my Official Seal at my
office in the City and County of San Francisco, the day
and year in this Certificate first above written.

(Notarial
Seal)

E. H. Phelps, Notary Public.

In¹⁴⁰ for said City and County of San Francisco
A full, true and correct copy of the original records at re-
quest of D. S. George (Vol. 12, 1892 at 20 min. part 2 of 2)

H. C. Foster, Recorder

City of San Francisco Deputy

183

13545

Iron Triplicate Certificate
Purchased by the Amahewee Irrigation District

Estimate of the amount required for the purchase of the

described real estate which was sold to the Amahewee
Irrigation District on the 11 day of March 1890 and confirmed
with an Act of the Legislature of the State of California

entitled "An Act to provide for the redemption of real estate
which has been heretofore sold to the Amahewee Irrigation

District for delinquent assessments of the year 1889. Assessed to Jas. F. Dawson.

Description of Real Estate: Lot 1, Block 1, in the
O. Center Tract, Amahewee.

Redeemed by H. Maynard.

Assessed value year of sale 225.00

Assessed 1889-90 225.00

Interest 90

Cost and expenses 1.11 4.26

Assessments for year 189-

Interest

Cost and expenses

Assessments for the year 189-

Costs and expenses

Fifty per cent penalty 2.12

Total 6.39

Recording Certificate 60

" Dead 2.70
9.69

State of California }
County of Orange } J. B. V. Herwood, Secretary of the Amahewee
Irrigation District, do hereby certify that the foregoing is a
full and correct estimate of the amount for which the
above real estate was sold to the Amahewee Irrigation
District, with fifty per cent of said amount in
thereof, with interest on each tax from the
date of sale to the day of redemption, and the
taxes for each year.

18845 In Triplicate. Certificate of Redemption of Real Estate

Purchased by J. D. Anheim Irrigation District

Estimate of the amount required to redeem the

described real estate which was sold to the Anheim

Irrigation District on the 11 day of March, 1890, and redeemed

with an Act of the Legislature of the State of California

entitled "An Act to provide for the redemption of real

estate which has been heretofore sold to irrigation

districts for delinquent assessments," approved

1891. Assessed to Jas. F. Brown.

Description of Real Estate: Lot 1, Blk. 6, Lot 1, Blk. 6,

D. Center Tract, Anaheim.

Redeemed by H. Maynard.

Assessed value year of sale 225.00

Assessed 1889-90 \$ 225.00

Interest 90

Cost and expenses 1.11 4.26

Assessments for year 189-

Interest

Cost and expenses

Assessments for the year 189-

Costs and expenses

Fifty per cent penalty 2.13

Total 6.39

Recording Certificate .60

" Deed 2.70

9.69

State of California

County of Orange } J. D. V. Harwood, Secretary of the Anheim

Irrigation District, do hereby certify that the foregoing is a

just and correct estimate of the amount for which the

not, with interest thereon from the first day of January of the respective years, at the rate of two per cent per month. And I further certify that the above estimate was made by the Board of Directors of the said Anaheim Irrigation District at their regular meeting on Tuesday the 5 day of Dec. 1892. Witness my hand and the seal of said District the 5 day of Dec. 1892

{ I. J. J. }
Seal

B. V. Garwood,

Secretary Anaheim Irrigation District.

Office of the Treasurer, Anaheim Irrigation District.

By authorization of the Board of Directors of the Anaheim Irrigation District, duly entered on its minutes, I have this day received of H. Maynard, redemptioner, \$6,000 Dollars, in lawful money of the United States, upon redemption of the within described real estate under the provisions of an Act of the Legislature of the State of California entitled "An Act to provide for the redemption of property which has been heretofore sold to irrigation districts for delinquency assessments," approved March 10, 1891. Witness my hand this 7 day of Dec. 1892.

P. James.

Treasurer, Anaheim Irrigation District

Received of H. Maynard, redemptioner, a copy of within estimate, certificate and receipt this 7 day of Dec. 1892

B. V. Garwood,

Secretary Anaheim Irrigation District

A full, true and correct copy of the original recorded at request of H. Maynard, Dec. 13, 1892 at 1 min past 9 A. M.

L. J. Foster Recorder.

By J. J. Foster Deputy

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not, with interest thereon from the first day of January of the respective years, at the rate of two per cent per month. And I further certify that the above estimate was made by the Board of Directors of the said Anaheim Irrigation District at their regular meeting on Tuesday the 6 day of Dec. 1892. Witness my hand and the seal of said District the 6 day of Dec. 1892.

{ Irrig. Dist }
Dec 6

B. V. Garwood,

Secretary Anaheim Irrigation District.

Office of the Treasurer, Anaheim Irrigation District
By authorization of the Board of Directors of the Anaheim Irrigation District, duly entered on its minutes, I have this day received of H. Maynard, redemptioner, \$6,100 Dollars, in lawful money of the United States, upon redemption of the within described real estate under the provisions of an Act of the Legislature of the State of California entitled "An Act to provide for the redemption of property which has been heretofore sold to irrigation districts for delinquen- t- as- assessments;" approved March 10, 1891. Witness my hand this 7 day of Dec. 1892.

P. James,

Treasurer Anaheim Irrigation District.

Received of H. Maynard, redemptioner, a copy of within estimate, certificate and receipt this 7 day of Dec. 1892.

B. V. Garwood,

Secretary Anaheim Irrigation District.

A full, true and correct copy of the original recorded at request of H. Maynard, Dec. 13, 1892 at 10 min past 9 A. M.

By J. T. Foster Recorder.

(By J. T. Foster Deputy)

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Apr. 4, 1917 BK 300 PG. 376 Deeds

and the heirs or successors in interest shall be entitled to the immediate possession

IN WITNESS WHEREOF, said E. G. Derby has hereunto affixed his hand and seal this 27th day of August, 1913.

E. G. Derby

State of California, }
County of Los Angeles. } ss.

On this 27th day of August, in the year nineteen hundred and thirteen A. D. before me, M. C. Somers a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. G. Derby personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((SEAL))

M. C. Somers Notary Public

in and for Los Angeles County, State of California.

A full, true and correct copy of the original, recorded at the request of Grantee Apr 1917, cv 40 via post to P. H.

Justine Whitney County Recorder
Deputy

--- o o e ---

36115.

DEED OF RIGHT OF WAY.

State of California, }
County of Orange. } ss.

Whereas, certain of the inhabitants of Darien Grove Road District of Orange County, taxable therein for road purposes have petitioned in writing the Board of Supervisors of said Orange County to lay out a new road therein, as set forth in their petition, dated the - day of - 1914, which said road is proposed to be located as follows, to-wit:

A strip of land forty feet in width being twenty feet on each side of the following described center line, commencing at the south one quarter section corner of section 34 T. 4 S. R. 10 W. S. 1. S. A. M., thence northerly along property lines, one mile more or less to the north one quarter section corner of said section 34.

Now, therefore, in consideration of the location and establishment of said road as above described and of the benefits to accrue to us, and each of us, by such location as the undersigned owners, occupants and claimants of land required for road purposes on the line of the foregoing designated route, hereby signify our approval of the location of said road, and we hereby consent thereto; and we do hereby grant and dedicate the lands belonging to us, and each of us so far as the same may be required for such road, to said Orange County, to that purpose, and for the use of such road; and we hereby waive all claim for damages for and on account of the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this - day of - 191-

G. A. Williams (Seal)
Geo. J. Hallvogel (Seal)
E. F. Freeman (Seal)
J. C. Fencie (Seal)
C. C. Berger (Seal)
J. T. Durr (Seal)

State of California,
County of Orange.

in and for said Court sworn, personally of Nichols, D. E. Magli within instrument, &

IN WITNESS & and year in this cert ((SEAL))

State of California,
County of Orange,

for the said County sworn, personally ap subscribed to the si

IN WITNESS & county the day and y ((SEAL))

State of California,
County of Los Angeles

said County of Los Angeles personally appeared &

Co. Corporation that the within instrument such corporation said

IN WITNESS & and year in this cert ((SEAL))

State of California,
County of Los Angeles

#6

State of California, }
 County of Orange, } ss.
 On this 5 day of February in the year one thousand nine hundred and 17 A. D. before me, H. O. Henderson a Notary Public in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared C. A. Willard, G. J. Valdragel, E. G. Burgess, L. B. Berger, Quinn Nichols, D. E. Magill personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
 ((SEAL)) H. O. Henderson Notary Public
 in and for Orange County, State of California.

State of California, }
 County of Orange, } ss.
 On this 2nd day of February in the year nineteen hundred and 17 A. D. before me, J. Raymond Mayer, Jr. a Notary Public in and for the said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared E. K. Glover personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.
 ((SEAL)) J. R. Mayer Jr. Notary Public
 in and for Orange County, State of California

State of California, }
 County of Los Angeles, } ss.
 On this 31st day of January in the year nineteen hundred and 17, before me, Geo. B. Toland a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Warren E. Lloyd known to me to be the President of the California Portland Cement Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
 ((SEAL)) Geo. B. Toland Notary Public
 in and for said County of Los Angeles, State of California.

State of California, }
 County of Los Angeles, } ss.
 On this 31st day of January A. D. 1917, before me, Geo. B. Toland

Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Warren I. Lloyd known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

((QUAL))

Geo. H. Tolard Notary Public

in and for said County and State.

A full, true and correct copy of the original, recorded at the request of County Clerk Apr 5 1917, at 5 min past 3 P. M.

Justine Whitney County Recorder

Deputy

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36111.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES

IN THE MATTER OF THE ESTATE OF

WILLIAM JAMES CHURCH,

DECEASED.

No. 38229.

ORDER SETTLING FINAL ACCOUNT AND FOR DISTRIBUTION

OF SAID ESTATE.

Now comes Isabelle Church, the executrix of the last will and testament of William James Church deceased, by Messrs. Valentine & Newby, her attorneys, and proves to the satisfaction of the Court that her final account and petition for distribution herein are rendered and filed on the 5th day of March, 1917, that on the same day the Clerk of this Court appointed the 27th of March, 1917, for the settlement and hearing thereof; that due and legal notice of the place of said settlement and hearing has been given as required by law, and the said account and petition are now presented to the Court; and it appearing that said account is in all respects true and correct and is supported by proper vouchers; and no person appearing to object to or contest said account or petition; the court, after hearing the evidence, being satisfied that all taxes upon the property of the estate have been fully paid, and that all claims and debts against said decedent, and also all charges of administration have been fully paid and discharged; that there is no inheritance tax due or payable and that the estate is in all respects ready to be closed, hereby approves and settles the said account and orders distribution of said estate as follows:

It is hereby ordered, adjudged and decreed by the Court.

1. That said final account of said executrix be, and the same is hereby settled, allowed and approved;
2. That said executrix has in her possession, belonging to said estate, the hereinafter described real property, appraised at the value of \$32,100.00, and the hereinafter described personal property, appraised at the value of \$300.00; that all of said property is community property, one-half thereof being subject to the testamentary disposition of said decedent, and the other half thereof being the property of the said Isabelle Church, surviving wife of said decedent;
3. That in pursuance of and according to the provisions of the last will of said decedent all of the said property of the said estate is distributed to the said Isabelle Church, surviving wife of said decedent.

681/186 Deeds

89978.

Santa Ana, California, October 13th, 1926.

The Board met in regular session. Present Supervisors T. B. Talbert, Chairman, Wm. Schumacher, Willard Smith, George Jeffrey and the Clerk.

About Supervisor S. N. Finley.

In Re: Road for Right of Way.

On motion of Supervisor Smith, duly seconded and carried, deed for Right of Way from Clarence W. Hoefler, et al., in the Fourth District, was accepted and declared a public highway, which said road is more particularly described as follows, to-wit:

Beginning at the one quarter (1/4) Section corner on the South line of Section 34, T. 4 S., R. 10 W., S. B. N. & M., thence northerly along the one half (1/2) section line one (1) mile more or less to the one quarter (1/4) section corner on the North line of said Section 34.

State of California }
County of Orange } ss. I, J. M. Backs, County Clerk and ex-officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute entry on record in my office.

Witness my hand and the seal of the Board of Supervisors, this 13th day of October 1926.

((S E A L)) J. M. Backs, Clerk
of the Board of Supervisors

DEED OF RIGHT OF WAY

State of California }
County of Orange } ss. WHEREAS, it is the intention of the Board of Supervisors of Orange County, California, to widen Palm Avenue to a width of seventy (70) feet, and

WHEREAS, a portion of Palm Avenue as widened is more particularly described as follows:

Beginning at the one quarter (1/4) section corner on the South line of Section 34, T. 4 S., R. 10 W., S. B. N. & M. thence northerly along the one half (1/2) section line one (1) mile more or less to the one quarter (1/4) section corner on the North line of said Section 34

NOW, THEREFORE, in consideration of the location and widening of said highway and the benefits to accrue to us thereby, we do hereby signify our approval of the location of said highway and do consent thereto; and we do hereby grant and dedicate the lands belonging to us as above described to said Orange County, to that purpose and for the use of such road, and we hereby waive all claim for damages for and on account of the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of June, 1926.

Clarence W. Hoefler }
Mrs Clarence W. Hoefler } Witness
Dwight E. Magill }
Dwight E. Magill }
Edna T. Magill }
Raymond H. Gardner }
Alfred Rhoades }
Chas. A. Andres }
Quinn Nichols }
Mrs Quinn Nichols }
Mary Horrick Seale }
Ernest J. Smale }
Henry J. Maier }
Dwight E. Magill }
Dwight E. Magill }

7

State of Calif
County of Orang

in and for said
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Clarence W. Ho
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Mabel Maier, P.
Wm C. H. Jeffr
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Dwight E. Magill,
Mabel Maier, M

October 13th, 1926,
I. Talbert, Chairman, Co.

13th, deed for Right of Way
adopted and declared a public
road, to-wit:
13th line of Section 34,
half (1/2) section line east
the North line of said

County Clerk of the Board of
going to be a full, true
this 13th day of October

was

Board of Supervisors of
Main Avenue to a width of

as particularly described as follows:
13th line of Section 34, T. 4
(1/2) section line east (1)
13th line of said Section 34
along of said highway and the
south of the location of said
road on the lands belonging to
for the use of such road,
this 13th day of June,

Witness
Dwight E. Magill

Witness
Clarence W. Hoefler

Witness
Dwight E. Magill

Mrs. Fabel Maier
F. E. Lewis
Mrs. F. E. Lewis

G. W. Lavender
Ada H. Lavender

Mrs. Chas. Andrea
G. H. Jeffrey
Marten Peterson

O. G. H. Hays
Lorona Hinchey
Minnie A. Soranson
L. W. Soranson

Mrs. G. H. Jeffrey
Mrs. E. Hula
Mrs. E. Hula

Witness
Clarence W. Hoefler

Witness
Dwight E. Magill

Witness
Clarence W. Hoefler

Witness
Dwight E. Magill

State of California }
County of Orange } ss.

On this 13th day of October, in the year of our Lord one thousand
nine hundred and twenty-six, before me, J. E. Beaks, County Clerk
in and for said County of Orange, State of California, residing therein, duly commissioned
and sworn, personally appeared Dwight E. Magill, personally known to me to be the person
whose name is subscribed to the within instrument, as a witness thereto, who being by me duly
sworn, deposed and said: That he resided in the County of Orange, that he was present and saw
Clarence W. Hoefler, Mrs. Clarence W. Hoefler, Edward G. Gardner, Alfred Rhoades, Chas. A. Andrea,
Quinn Nichols, Mrs. Quinn Nichols, Mary Maurick Seale, Ernest J. Seale, Henry J. Maier, Mrs.
Fabel Maier, F. E. Lewis, Mrs. F. E. Lewis, Mrs. Chas. Andrea, G. H. Jeffrey, Marten Peterson
and G. H. Jeffrey, Mr. E. Hula and Mrs. E. Hula, personally known to him to be the same persons
described in and who executed the said instrument as parties thereto, sign, seal and deliver
the same; and that the said Clarence W. Hoefler, Mrs. Clarence W. Hoefler, Edward G. Gardner,
Alfred Rhoades, Chas. A. Andrea, Quinn Nichols, Mrs. Quinn Nichols, Mary Maurick Seale,
Ernest J. Seale, Henry J. Maier, Mrs. Fabel Maier, F. E. Lewis, Mrs. F. E. Lewis, Mrs. Chas.
Andrea, G. H. Jeffrey, Marten Peterson, Mrs. G. H. Jeffrey, Mr. E. Hula and Mrs. E. Hula, duly
acknowledged in the presence of said affiant, that he executed the same, and that he, the
said affiant, thereupon at their request, subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

((COUNT SEAL))

J. E. Beaks, County Clerk

in and for Orange County, State of California

State of California }
County of Orange } ss.

On this 13th day of October, in the year of our Lord one thousand
nine hundred and twenty-six, before me, J. E. Beaks, County Clerk
in and for said County of Orange, State of California, residing therein, duly commissioned
and sworn, personally appeared Clarence W. Hoefler, personally known to me to be the person
whose name is subscribed to the within instrument, as a witness thereto, who being by me duly
sworn, deposed and said: That he resided in Orange County, that he was present and saw
Dwight E. Magill, Edna T. Magill, G. W. Lavender, Ada H. Lavender, O. G. Hinchey, Lorona
Hinchey, Minnie A. Soranson, L. W. Soranson, personally known to him to be the same persons

Witness
Dwight E. Magill

described in and who executed the said within instrument, as parties thereto, sign, seal and deliver the same; and that the said Dwight E. McGill, Edna F. McGill, G. W. Lavender, Ada H. Lavender, O. G. Hinshaw, Lorena Hinshaw, Minnie A. Screenon, L. W. Screenon, duly acknowledged in the presence of said affiant, that they executed the same, and that he, the said affiant, thereupon at their request, subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

{(COUNTY SEAL)}

J. M. Backs, County Clerk

in and for Orange County, State of California

Filed Oct. 13, 1926 J. M. Backs, County Clerk

Recorded at request of County Clerk Oct. 14, 1926 at 3 1/4 min. past 1 P. M. in Book 651 page 186 of Deeds, Orange County Records, Justine Whitney, County Recorder.

Varga Trumble

COMPARED

Ruby Cameron

--- o o ---

29924.

Lots 236 and 237

AGREEMENT FOR SALE

(REAL ESTATE)

THIS AGREEMENT, made this 7th day of September, A. D. 1926.

BETWEEN CARMELINE S. COYER of the County of Los Angeles, State of California, hereinafter designated as the Seller, and JOSEPH A. WILSON and GENEVA WILSON, as joint tenants, of the County of Los Angeles, State of California, hereinafter designated as the Buyer.

WITNESSETH: That the said Seller in consideration of the covenants and agreements hereinafter made by and on the part of said Buyer, agrees to sell and convey unto the Buyer and the Buyer agrees to purchase all those certain lots or parcels of land situate, lying and being in the County of Orange, State of California, and particularly described as follows, to-wit:

The North 50 feet of the South 1000 feet of the East 10 1/2 feet of the East 64 1/2 feet of the East one-half (1/2) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section Twenty-six, (26), in Township Five (5) South, Range Eleven (11) East, San Bernardino Base and Meridian.

for the sum of Seven Hundred Thirty and no/100 Dollars (\$730.00) lawful money of the United States, the Buyer, in consideration of the premises, agrees to pay to the order of the Seller the sum of Seven Hundred Thirty and no/100 Dollars as follows, to-wit: Sixty Five and no/100 Dollars (\$65.00) upon the execution and delivery of this agreement, receipt of which is hereby acknowledged, and the further sum of Twenty Dollars, or more, (\$20.00 or more) on the 7th day of October, A. D. 1926, and Twenty Dollars or more on the 7th day of each and every month thereafter until the sum of \$730.00 has been paid in full, with interest on all of the above payments from date until paid at the rate of seven per cent. per annum payable at the same time as monthly payments are made.

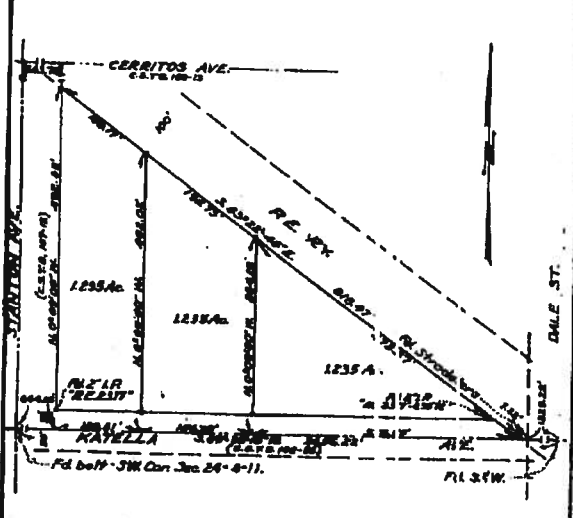
The Buyer agrees to keep the improvements in good repair and allow no part thereof, and to keep the buildings on said premises insured against loss by fire to the extent required by, and in such Insurance Companies as may be satisfactory to the Seller.

It is Understood and Agreed, that time is the essence of this agreement, and in the event of a failure to comply with the terms hereof, by the Buyer, then the Seller shall be released from all obligations in law and equity to convey said property, and shall be entitled to all moneys theretofore paid under this agreement as well as to the reimbursement of the aforesaid premises. The Seller on receiving the full amount of the purchase price in the manner above mentioned, agrees to deliver an unlimited warranty deed to the Buyer.

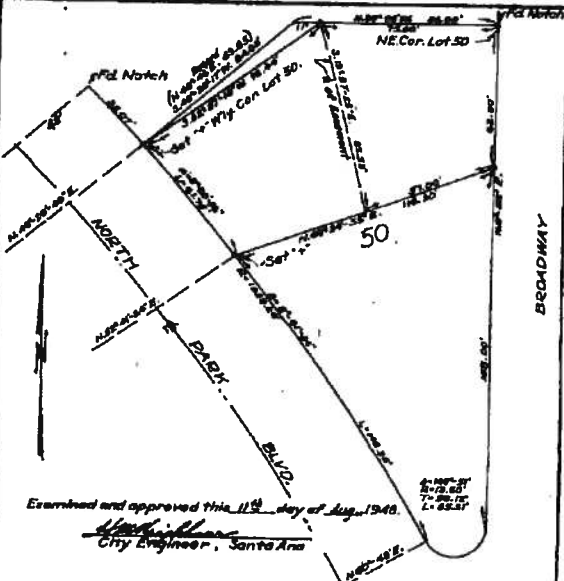
20-18

RECORD OF SURVEY

OF PARCELS SHOWN BELOW GIVING NAME OF OWNER, DATE OF SURVEY,
SCALE AND OTHER DATA AS INDICATED.
D. D. HILLYARD, LICENSED SURVEYOR.

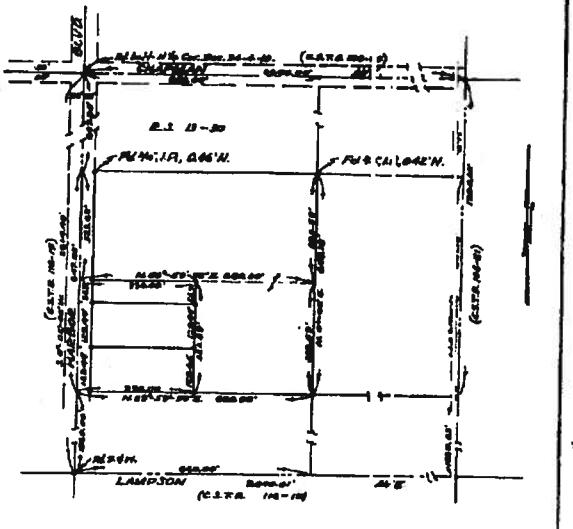


Set 1" iron pipe bearing copper tag stamped "L.S. 210" at points "a".
OWNER: Mary Maranes et al.
DESCRIPTION: Portion E 1/4, SW 1/4, SW 1/4, Sec. 24-4-11.
BEARING: Based on Matilla Ave. 3.89° 35' 2" N, as per R.S. 6-20.
SCALE: 1" = 100'
SURVEYED: June 14, 1948
53-13

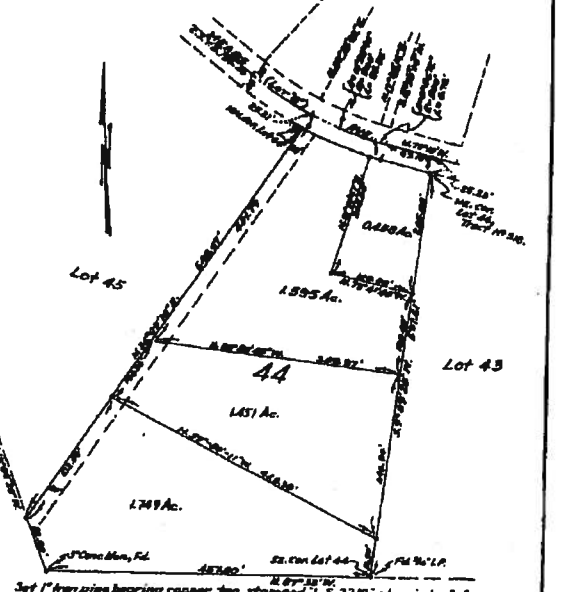


Examined and approved this 11th day of Aug. 1948.
[Signature]
City Engineer, Santa Ana

Set 1/4" iron pipe bearing copper tag stamped "L.S. 2210" at points "a".
OWNER: J. O. Cooper.
DESCRIPTION: Portion Lot 50, Tract No. 425, M.M. 15-33-34.
BEARING: Based on East Line Lot 50, Tr. 425, M.M. 15-33-4 (N. 0° 52' 00" E).
SCALE: 1" = 30'
SURVEYED: June 11, 1948
53-12.



Set 1" iron pipe bearing copper tag stamped "L.S. 210" at points "a".
OWNER: James E. Wiley
DESCRIPTION: Portion of the NW 1/4, NE 1/4, Section 4, T. 4 S., R. 10 W.
BEARING: Based on Harbor Blvd. 3.0° 02' 37" N, as per R.S. 13-30.
SCALE: 1" = 200'
SURVEYED: June 3, 1948
52-76.



Set 1" iron pipe bearing copper tag stamped "L.S. 2210" at points "a".
OWNER: Orange Park Acres, Inc.
DESCRIPTION: Portion Lot 44, Tr. 918, M.M. 28-41-3
BEARING: Based on Hilly Line (N. 26° 05' 10" E) Lot 44, Tr. 918, M.M. 28-41-3.
SCALE: 1" = 100'
SURVEYED: July 29, 1948

I, D. D. Hillyard, certify that I am a Licensed Surveyor of the State of California, No. 2210; that this map represents a survey made under my supervision at the request of the Owners, and that all monuments shown actually existed at the time of the survey and their position is correctly shown.

3600?
Examined and approved this 23rd day of August 1948.
[Signature]
Deputy County Surveyor

[Signature]
D. D. Hillyard
Licensed Surveyor

PT 02

#9

SCALE 1"=200'

RECORD OF SURVEY

SURVEYED APRIL, 1958

IN THE CITY OF GARDEN GROVE
ORANGE COUNTY, CALIFORNIA

A SURVEY OF A PORTION OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4
OF SECTION 34, T.4 S., R.10 W., S.B.M. PER M.M. 51-10 RECORDS OF ORANGE
COUNTY, CALIFORNIA.

THIS MAP HAS BEEN EXAMINED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF
CHAPTER 5, SECTION 3 OF THE SURVEYS AND MAPPING ACT, AND THE 22nd ART
OF 22nd ART, 1916.

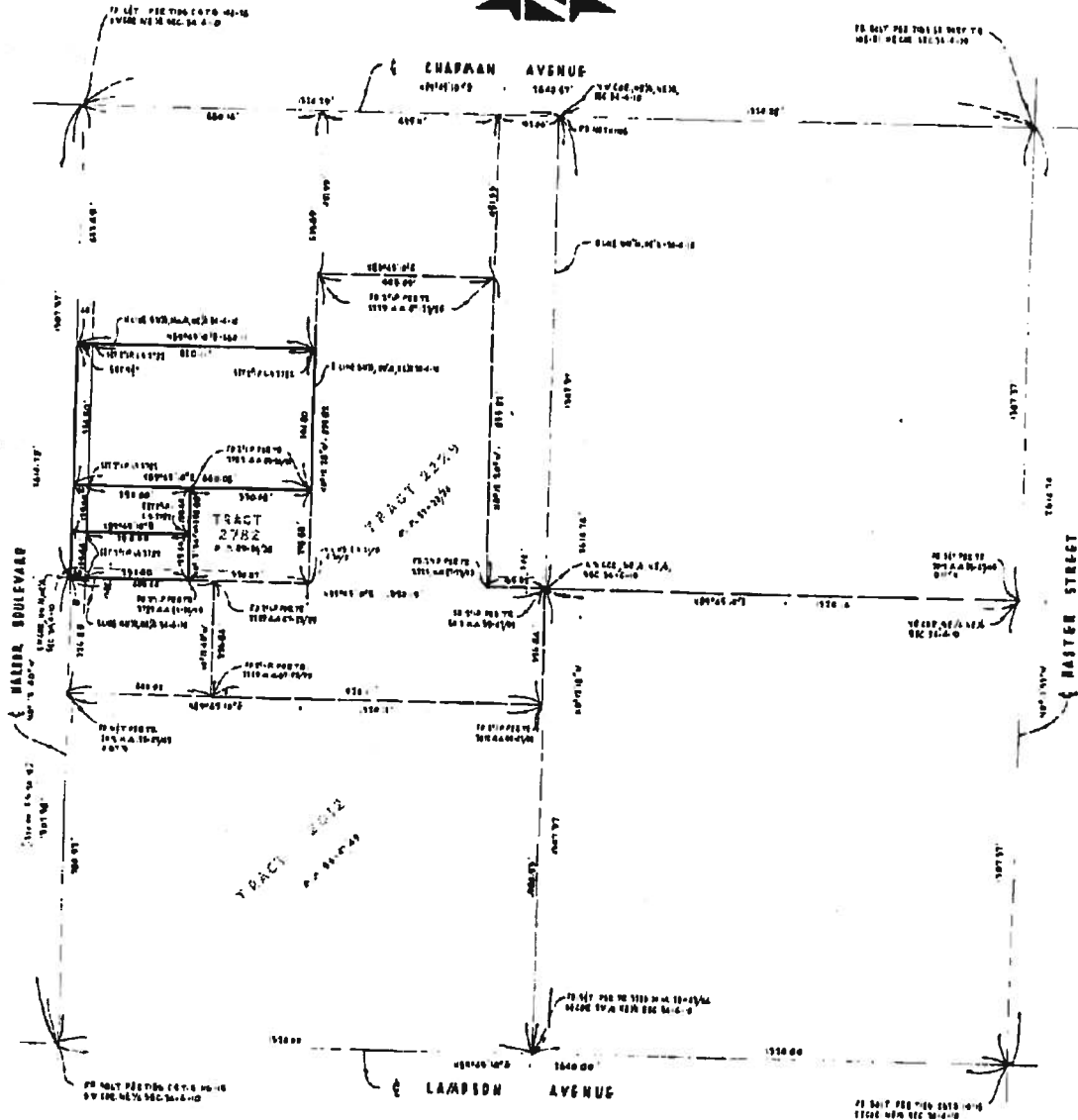
Carver Vincent
DEPUTY ORANGE COUNTY CLERK

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY AN ENGINEER AND
SUBJECT TO THE REQUIREMENTS OF CHAPTER 5, SECTION 3 OF THE SURVEYS AND MAPPING ACT, AND
ARTICLE 1 OF THE ORDINANCES AND REGULATIONS MADE AT THE BOARD OF SUPERVISORS
ON APRIL, 1958.

Robert W. Foster
REGISTERED LAND SURVEYOR

DRAWN BY:
JAMES E. WILLY
1055 J. LEBLANC BOULEVARD
GARDEN GROVE, CALIFORNIA

NOTE: THE BEARING OF METERS AS SHOWN FOR
THE 1/2 OF TRACT 2782 IS FOR TRACT 2782 AND IS
NOT TO BE USED BY THE OWNER OF TRACT 2782.



#10

NOV. 27 1961

17354

M

RECORDS REQUESTED BY:
City of Garden Grove 17354

BOOK 5924 PAGE 192

WHEN RECORDED MAIL TO:
City Clerk
11571 Anacle Street
Garden Grove, California

LAS-249
Right of Way No. 026-5
Project HARBOR BLVD. WIDENING
Westminster Boulevard
to Chapman Avenue.

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, I, ME

MARY RINKUS, an unmarried woman,

grant and convey to City of Garden Grove a perpetual easement and right of way for
Street and Highway purposes in, on and over that real property situated in the County of ORANGE
State of California, described as follows:

The West 50 feet of the South 129.44 feet
of the West half of the Southwest quarter
of the Northwest quarter of the Northeast
quarter of Section 36, Township 4 South,
Range 10 West, as shown on a sectionalized
survey map recorded in Book 51, page 10,
of Miscellaneous Maps, records of said
County.

Approved as to Description
by Notary Public
M. B. Schrank

This is to certify that the interest in real property conveyed by this
Easement Grant Deed dated October 25, 1961 from Mary Rinkus
to the City of Garden Grove, is hereby accepted by order of the City
Council of the City of Garden Grove on November 1, 1961 and the Grantee
consents to recordation thereof by its duly authorized officers.
City of Garden Grove

Dated: November 1, 1961

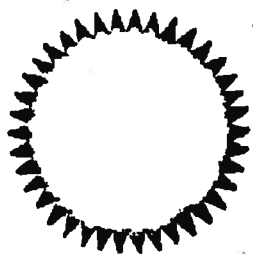
By Quinn Wheeler
City Clerk

It is understood that the grantee grant only that portion of the above described land in which
she has an interest.

Dated: October 25 1961 Mary Rinkus
Lynn J. Chittin
Subscribing Witness

State of California,
County of Orange

BOOK 5924 PAGE 193



On this 25th day of October, 1961, before me,
M. B. Schrank, a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn, personally appeared
MARY O. SUTTON
known to me to be the person whose name is subscribed to the within instrument, or
a Witness thereto, who being by me duly sworn, deposes and says That she resides in
ORANGE COUNTY and that she was present
and saw MARY RINKUS personally,
known to her to be the same person whose name is subscribed to the
within and foregoing instrument, execute and deliver the same, and she authorized to said
officer that she executed the same and that said officer subscribed to her, name thereto
as a Witness.
In Witness Whereof, I have hereunto set my hand and official seal on this day and
year in this certificate first above written.

M. B. Schrank M. B. Schrank
Notary Public in and for said County and State.

My Commission Expires Sept. 8, 1962

RECORDING REQUESTED AND MAIL TO:

Local Agency Formation Commission
County Hall of Administration Building
10 Civic Center Plaza, Room 458
Santa Ana, California 92701

FOR RECORDER'S USE ONLY

30470

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

EXEMPT
C3

-1 05 P.M. JUL 20 '80

LEE A. BLANCH, County Recorder

CERTIFICATE OF COMPLETION

BY 13679PG 804

TO: ORANGE COUNTY RECORDER:

I, Richard T. Turner, the Executive Officer of the Orange County Local Agency Formation Commission hereby certify that the Board of Directors of the Garden Grove Sanitary District has completed a change of organization pursuant to the District Reorganization Act of 1965, as follows:

The name of the District is Garden Grove Sanitary District

The name of the County or Counties in which the entire District is located is (are):
County of Orange

The kind of change of organization completed is

- An Annexation
- A Detachment
- A Reorganization

The short title, if any, of the annexation, ~~detachment-or-reorganization~~ proceeding is: Annexation No. B-676-80

The legal description of the territory annexed, ~~detached-or-reorganized~~ is set forth in the attached Exhibit A.

The terms and conditions, if any, of the change of organization as set forth in the resolution ordering the change of organization are contained in the attached Exhibit B.

The change of organization was: uninhabited and was

- Ordered without an election and Resolution No. 3080 ordering the change of organization was adopted by the Governing Board of the District on June 18, 1980

- Confirmed by the voters on _____ confirming the change of organization after confirmation by the voters was adopted by the Governing Board of the District on _____

AB & negotiations completed by Orange County Board of Supervisors Resolution No. 80-1109.

Richard T. Turner
Richard T. Turner
Executive Officer

Date July 25, 1980

#12

A RESOLUTION AND ORDER OF THE GOVERNING BOARD OF THE GARDEN GROVE SANITARY DISTRICT OF ORANGE COUNTY, CALIFORNIA, IN COMPLIANCE WITH THE LOCAL AGENCY FORMATION COMMISSION OF ORANGE COUNTY RESOLUTION NO. 80-18 CONCERNING ANNEXATION OF CERTAIN TERRITORY DESIGNATED AS ANNEXATION NO. B-676-80.

Pursuant to the provisions of Division 1 of Title 6 of Government Code of the State of California, and pursuant to proceedings heretofore had and conducted thereunder, the Governing Board of the GARDEN GROVE SANITARY DISTRICT, of Orange County, California, does hereby find, resolve, order and determine as follows:

1. That pursuant to the said provisions of the Government Code, a duly qualified petition requesting the annexation of the below-described territory to the GARDEN GROVE SANITARY DISTRICT was heretofore filed with the Local Agency Formation Commission of Orange County, California, said petition being signed by all of the owners of land within said territory.

2. That the said Local Agency Formation Commission has assigned B-676-80 as the short form designation to the territory proposed to be annexed, and has directed this Governing Board to initiate annexation proceedings, and has authorized this Governing Board to annex such territory to the GARDEN GROVE SANITARY DISTRICT without notice and hearing and without an election.

3. That the proposed annexation will be for the best interests of landowners and present and future inhabitants within the GARDEN GROVE SANITARY DISTRICT.

4. That pursuant to the provisions of Section 56322 of the Government Code of the State of California, this Board does hereby order that the property described in Exhibit "A" hereto attached and by this reference made a part hereof, is annexed to the GARDEN GROVE SANITARY DISTRICT, of Orange County, California, forthwith, without notice and hearing and without an election.

NOTE: ROLLED AYES UNANIMOUS
BOARD MEMBERS: Barker, Culver, NONE
Main, Perry, Singer NONE
ABSENT NONE

ADOPTED AND PASSED THIS 16th day of June, 1980.

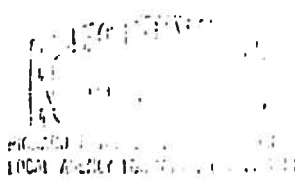


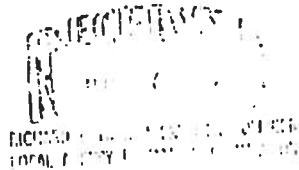
EXHIBIT B

Robert W. Maden
PRESIDENT - Robert W. Maden
Harmon C. Finer
SECRETARY - Harmon C. Finer

I HEREBY CERTIFY that the above and foregoing order and Resolution regarding Annexation No. _____ was passed and adopted by the Sanitary Board of the Garden Grove Sanitary District of Orange County, California, at a regular meeting thereof held on the _____ day of _____, 19____.

Harmon C. Finer
Secretary of Garden Grove Sanitary District of Orange County, California

EXHIBIT B



BK 13679PG 807

RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

July 8, 1980

On motion of Supervisor Wieder, duly seconded and carried, the following Resolution was adopted:

WHEREAS, on June 18, 1980, the Garden Grove Sanitary District adopted a resolution annexing certain territory; and

WHEREAS, pursuant to provisions of Section 99(b) of the Revenue and Taxation Code, said annexations are not effective until the Board of Supervisors negotiates an agreement on behalf of the affected district and the County of Orange regarding exchange of property tax revenue; and

WHEREAS, the Garden Grove Sanitary District, by Resolution No. 3081, has requested the finalization of these annexations and does not request transfer of any property tax revenues pursuant to said section; and

WHEREAS, this Board has concluded negotiations as required by Section 99(b) of the Revenue and Taxation Code;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Pursuant to the Revenue and Taxation Code Section 99(b), this Board does hereby determine that no property tax revenue shall be exchanged nor transferred to the Garden Grove Sanitary District as a result of this Board's approval of Annexation Nos. B-669-79 and B-676-80, to said district as enumerated in said districts Resolution No. 3081.

Resolution No. 80-1159
Adopted by Determination
G.G.S.D.

1.

BE IT FURTHER RESOLVED that this Board does hereby direct the Clerk of the Board to notify the Executive Officer of the Local Agency Formation Commission to take appropriate steps to finalize this annexation before the State Board of Equalization.

BK 13679PG 609

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16	AYES:	SUPERVISORS	HARPIETT M. WIEDER, PHILIP L. ANTHONY, THOMAS F. RILEY, EDISON W. MILLER AND RALPH B. CLARK
17	NOES:	SUPERVISORS	NONE
18	ABSENT:	SUPERVISORS	NONE
19	CLERK OF PUBLIC WORKS)	
20	CLERK OF PUBLIC WORKS)	ss.

JUNE ALEXANDER, Clerk of the Board of Supervisors of Orange County, California, do hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Supervisors at a regular meeting thereof held on the 8th day of July 1980, and carried by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 8th day of July 1980.

June Alexander
JUNE ALEXANDER
Clerk of the Board of Supervisors of Orange County

EXHIBIT

THE GARDEN GROVE SANITARY DISTRICT

PROJECT NO.

APPLICATION NO.

LEGAL DESCRIPTION

That portion of the Northeast quarter of Section 34, Township 4 South, Range 10 West, as shown on a map recorded in Book 51, page 10 of Miscellaneous Maps, records of the County of Orange, State of California, located in the city of Garden Grove, County of Orange, State of California, more particularly described as follows:

Beginning at an angle point in the existing boundary of the Garden Grove Sanitary District as adopted by Engineer's number 930-62 of said district, said angle point being in the centerline of Harbor Blvd. distant thereon South 09° 12' 40" East 1177.94 feet from the centerline intersection of Harbor Blvd. and Chapman Avenue, said centerline intersection being the Northwest Corner of the Northeast quarter of said section 34; thence North 89° 45' 10" East along the existing boundary of said district per Engineer's number 930-62, 330.00 feet to an angle point on the existing boundary of said district per Engineer's number 215; thence South 09° 12' 34" East along the existing boundary of said district per Engineer's No. 215, 129.44 feet to a point on the South Line of the Northwest quarter of the Northeast quarter of said Section 34; thence leaving the existing boundary of said district per Engineer's No. 215, South 09° 45' 10" West along said South Line, 330.00 feet to a point on the existing boundary of said district per Engineer's No. 61 and Engineer's No. 359; thence along said existing boundary of said district per said Engineer's No. 359 North 09° 12' 40" West, 129.44 feet to the Point of Beginning.

The above described parcel of land contains 0.30 Acres, more or less, and is contiguous to the Garden Grove Sanitary District boundaries.

April 1st, 1980

Prepared by:

Monte L. Lawrence, R.C.E. 108793

This proposal does meet the requirements of the Sanitary Office.
C. L. ... County Surveyor.

Deputy

1. ...

APR ... AGENCY

FORM ... COMMISSION ON ...

RES. NO. ...

EXHIBIT A

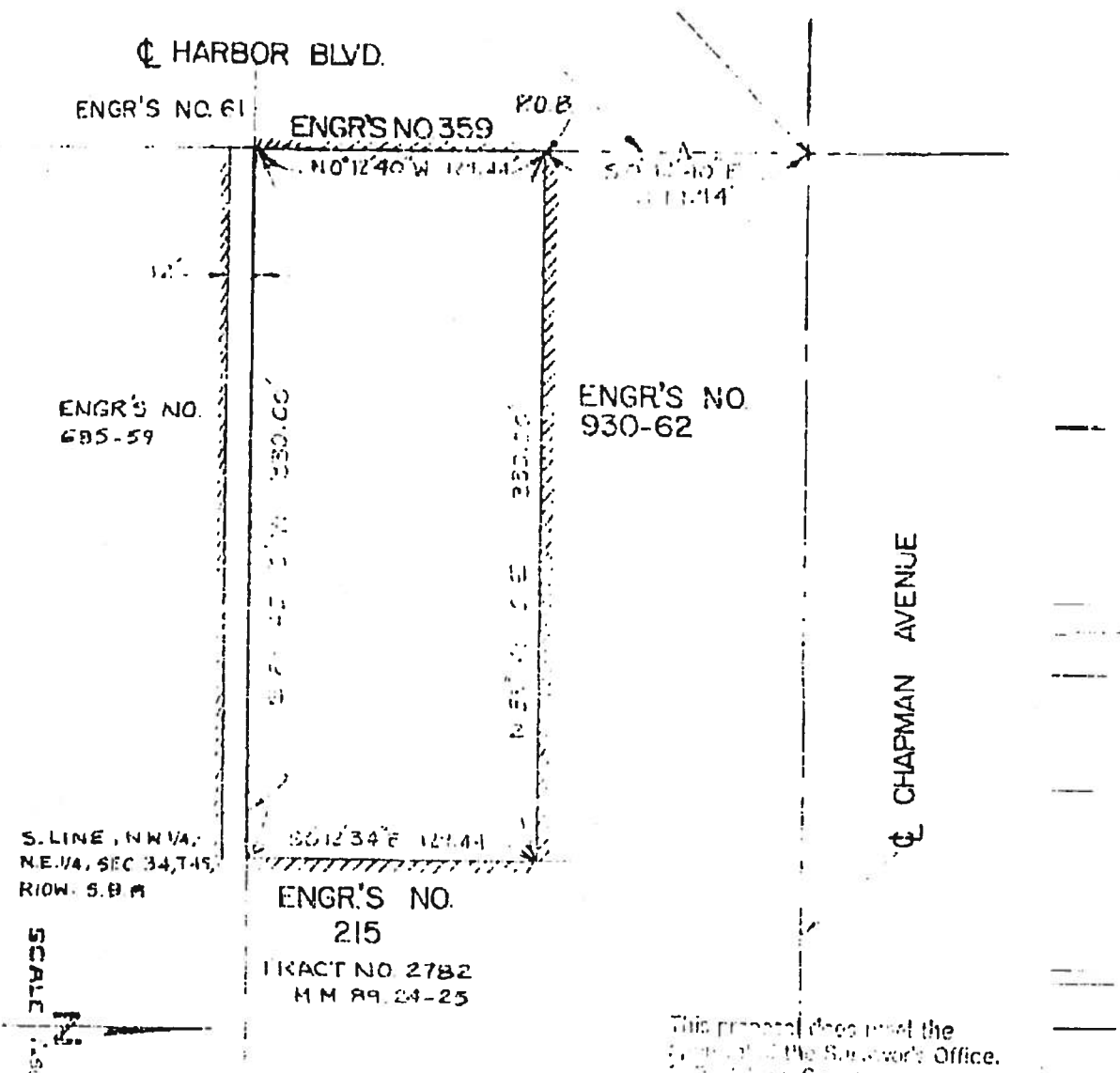
GARDEN GROVE SANITARY DISTRICT

RESOLUTION NO.

ANNEXATION NO. B676-8
CONTAINS 0.981 ACRE

BK 13679PG 810

NW COR., NE 1/4, SEC 34, T4S, R10W, SBM.



This proposal does not meet the requirements of the Sanitary Office. It must be approved by the County Engineer.

LEGEND:
 EXISTING BOUNDARY
 PROPOSED BOUNDARY

EXHIBIT A

THIS DOCUMENT IS THE PROPERTY OF THE CALIFORNIA AGENCY FOR INFORMATION AND COMMUNICATIONS. IT IS LOANED TO YOU BY THE CALIFORNIA AGENCY FOR INFORMATION AND COMMUNICATIONS. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

BB-10-145
 BERRYMAN & STEPHENSON INC.
 CONSULTING ENGINEERS AND ARCHITECTS
 1300 S. ANAHEIM BLVD. ANAHEIM, CA 92805
 TEL: 714/771-1779

Description: Orange, CA Document - Book Page (Pre-1982) 13679.804 Page: 7 of 7

Order: fff Comment:

THIS IS A RECORDED DOCUMENT

6

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

WHEN RECORDED MAIL TO:

NO FEE

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842
Attention: City Clerk

2011000124339 8:29 am 03/09/11
82 417 D11 A38 A04 6
0.00 0.00 0.00 0.00 12.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN: 231-491-20

34
58
100
NF

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This **DEED OF TRUST** is made as of March 8, 2011 between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic herein called **TRUSTOR** or **AGENCY**, whose address is 11222 Acacia Parkway, Garden Grove, California 92842, **STEWART TITLE OF CALIFORNIA**, herein called **TRUSTEE**, and the **CITY OF GARDEN GROVE**, a charter city herein called **BENEFICIARY** or **CITY**.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Garden Grove, County of Orange, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Amended and Restated Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

DOCSOC/1471030v3/022012-0001

#13

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	356	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Sulano	1287	621
Hutte	1310	513	Los Angeles	T387B	874	Sacramento	5039	124	Sutter	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	181
Del Norte	101	549	Merced	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Modoc	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Monterey	191	93	San Mateo	4778	175	Tuolumne	177	160
Glen	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Napa	357	239	Santa Clara	6626	664	Yuba	769	16
Imperial	1189	701	Nevada	704	742	Santa Cruz	1638	607			
Inyo	165	672	Orange	363	94	Shasta	800	633			
Kent	3756	690		7182	18	San Diego	1964	149774			

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT**, a public body,
corporate and politic

By: Matthew Futral
Director

Attest:
Kathleen Bairn
Agency Secretary

STATE OF CALIFORNIA

COUNTY OF Orange

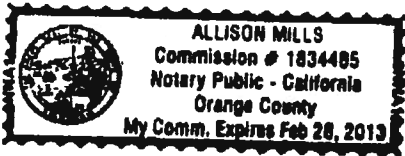
)
) ss.
)

On March 8, 2011, before me, Allison Mills, Notary Public,
(Print Name of Notary Public)

personally appeared Matthew Fertal

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Allison Mills
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

DOCSOC/1471030v3/022012-0001

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

THE SOUTH 129.44 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 231-491-20

Exhibit "A"

DOCSOC/1471030v3/022012-0001

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Garden Grove Agency for Community Development, a public body, corporate and politic, to the City of Garden Grove, as to the following property:

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

THE SOUTH 129.44 FEET OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 231-491-20

is hereby accepted by the City Manager of the City of Garden Grove on behalf of the City pursuant to authority conferred by action of the City Council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE



City Manager

ATTEST:



City Clerk

EXHIBIT C-2
TO ATTACHMENT NO. 5

(Lower Income)
DOCSOC/1471030v3/022012-0001

(ITEM 5 - BEST COPY AVAILABLE)

STATE OF CALIFORNIA
COUNTY OF [illegible]
I, [illegible], of the County of [illegible], State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in the office of the County Clerk of said County.

Witness my hand and seal of office this [illegible] day of [illegible] 19[illegible].

BK. 87 19 87
"Film Blurry" Needs Best Copy

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this [illegible] day of [illegible] 19[illegible].

By [illegible] County Clerk
[illegible]
[illegible]

STATE OF CALIFORNIA
COUNTY OF [illegible]
I, [illegible], of the County of [illegible], State of California, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in the office of the County Clerk of said County.

A

FILE OF THE PROBATE

DATE OF DEATH

DATE OF PROBATE

NAME OF DECEASED

Best Copy

NAME OF TESTATOR

DATE OF TESTAMENT

NAME OF WITNESSES

NAME OF EXECUTOR

NAME OF ADMINISTRATOR

NAME OF GUARDIAN

NAME OF CURATOR

NAME OF SUCCESSION

NAME OF LEGATEE

NAME OF DEVISEE

NAME OF BENEFICIARY

NAME OF HEIR

NAME OF NEXT OF KIN

NAME OF CREDITOR

NAME OF DEBTOR

NAME OF PLAINTIFF

NAME OF DEFENDANT

IN SENATE

STATE OF ILLINOIS

Be it remembered that on this day of the month of _____ 18__ at _____ in the County of _____ State of Illinois, the following instrument was presented to the Clerk of the Court for recording, to-wit:

_____ of the County of _____ State of Illinois, do hereby certify that the within and foregoing instrument is a true and correct copy of the original thereof, as the same appears from the records of the Court.

Witness my hand and seal of office at _____ this _____ day of _____ 18__.

State on July of the month of _____ of the year _____

July 18__

_____ of the County of _____ State of Illinois, do hereby certify that the within and foregoing instrument is a true and correct copy of the original thereof, as the same appears from the records of the Court.

STATE OF ILLINOIS

Be it remembered that on this day of the month of _____ 18__ at _____ in the County of _____ State of Illinois, the following instrument was presented to the Clerk of the Court for recording, to-wit:

_____ of the County of _____ State of Illinois, do hereby certify that the within and foregoing instrument is a true and correct copy of the original thereof, as the same appears from the records of the Court.

Witness my hand and seal of office at _____ this _____ day of _____ 18__.

STATE OF ILLINOIS

Be it remembered that on this day of the month of _____ 18__ at _____ in the County of _____ State of Illinois, the following instrument was presented to the Clerk of the Court for recording, to-wit:

_____ of the County of _____ State of Illinois, do hereby certify that the within and foregoing instrument is a true and correct copy of the original thereof, as the same appears from the records of the Court.

Witness my hand and seal of office at _____ this _____ day of _____ 18__.

2/18

State of Illinois, County of Cook, City of Chicago

Know all men by these presents that I, the undersigned, do hereby certify that the following is a true and correct copy of the original as the same appears from the records of the Board of Health of the City of Chicago, Illinois, in and to which said records the same have been duly filed for record and preservation.

Witness my hand and seal of office this 18th day of February, 1900.

Best Copy

Attest: My hand and seal of office this 18th day of February, 1900.

Witness my hand and seal of office this 18th day of February, 1900.

Notary Public for the State of Illinois

My Commission Expires on 1st day of February, 1901

STATE OF ILLINOIS

Notary Public for the State of Illinois

State on day of the ...
Thirty four

...

...

...

...

...

Best Copy (ITEM 6)

lie in and for the said County of Los Angeles, State of California, personally appeared Edwin Campbell, known to me to be the person whose name is subscribed to the within instrument as the administrator of the estate of Elizabeth D. Campbell, formerly Elizabeth D. McCann, deceased, and acknowledged to me that he, as such administrator, executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the said County of Los Angeles, the day and year in this certificate first above written.

((SEAL))

John E. Daly Notary Public

U.S. I.R.S. § 50 Canceled

in and for the County of Los Angeles, State of California

A full, true and correct copy of the original, recorded at the request of Grantee May 7 1919, at 3 min past 9 A.M.

Justine Whitney County Recorder

Justine Whitney Deputy

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6925.

THIS INSTRUMENT, made and entered into by and between GEO. J. VALVOGEL, party of the first part, ERNEST J. SMILE and MARY MERRICK SMILE, parties of the second part, and JAMES O. NICHOLS, party of the third part, WITNESSETH:

Whereas, the party of the first part is the owner of that certain lot, piece or parcel of land, situate and located in the County of Orange, State of California, described as:

Commencing at a point in the north line of the North one-half (1/2) of the North one-half (1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 34, Township 4 South, Range 10 West, S. E. B. & M. and which point is 300 ft. west of the Northwest corner of said described land, thence South 35 ft. thence West 65 ft. thence North 35 ft. thence East 65 ft. to the place of beginning.

And Whereas, there is now constructed and standing upon the described land a well, pump and motive apparatus for pumping water from said well, which will hereafter in this instrument be called and designated "pumping plant", and the use of the words "pumping plant" in this instrument is intended to mean, shall mean and at all times be construed to mean the above described real property, well, water in the well, and to come thereon, pump, and motive apparatus as the same now exists and as it may hereafter, by alteration, addition or repair, be made to exist; and

Whereas, it is the mutual wish, and desire of the parties first, second, and third part, by this instrument, vest the pumping plant in said parties in certain undivided interests and to hereafter own, use and operate the same for their joint benefit;

NOW THEREFORE, it is agreed by and between the parties as follows:

(1) The party of the first part does hereby grant unto the parties of the second part an undivided one-fourth interest in and to the pumping plant.

(2) The party of the first part does hereby grant unto the party of the third part an undivided one-half interest in and to the pumping plant, also a right of way upon which to construct, and the right to construct thereon, a pipe line extending from the pumping plant easterly and to the West line of the North one-half (1/2) of the North one-half (1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 34, Township 4 South, Range 10 West, S. E. B. & M., above mentioned and described, together with the right to hereafter convey water from the pumping plant in said pipeline to the lands of the party of the third part, since the right to go upon, along and over said right of way to construct said pipeline, and to hereafter maintain and repair the same; the said pipeline to be constructed, repaired and maintained wholly

County of Los Angeles, State of California, personally appeared Edwin Campbell, known to me to be the person whose name is subscribed to the within instrument as the administrator of the estate of Elizabeth D. Campbell, formerly Elizabeth D. McCann, deceased, and acknowledged to me that he, as such administrator, executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the said County of Los Angeles, the day and year in this certificate first above written. ((SEAL)) John E. Daly Notary Public U.S. I.R.S. § 50 Canceled in and for the County of Los Angeles, State of California A full, true and correct copy of the original, recorded at the request of Grantee May 7 1919, at 3 min past 9 A.M. Justine Whitney County Recorder *Justine Whitney* Deputy --- 0 0 0 --- 6925. THIS INSTRUMENT, made and entered into by and between GEO. J. VALVOGEL, party of the first part, ERNEST J. SMILE and MARY MERRICK SMILE, parties of the second part, and JAMES O. NICHOLS, party of the third part, WITNESSETH: Whereas, the party of the first part is the owner of that certain lot, piece or parcel of land, situate and located in the County of Orange, State of California, described as: Commencing at a point in the north line of the North one-half (1/2) of the North one-half (1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 34, Township 4 South, Range 10 West, S. E. B. & M. and which point is 300 ft. west of the Northwest corner of said described land, thence South 35 ft. thence West 65 ft. thence North 35 ft. thence East 65 ft. to the place of beginning. And Whereas, there is now constructed and standing upon the described land a well, pump and motive apparatus for pumping water from said well, which will hereafter in this instrument be called and designated "pumping plant", and the use of the words "pumping plant" in this instrument is intended to mean, shall mean and at all times be construed to mean the above described real property, well, water in the well, and to come thereon, pump, and motive apparatus as the same now exists and as it may hereafter, by alteration, addition or repair, be made to exist; and Whereas, it is the mutual wish, and desire of the parties first, second, and third part, by this instrument, vest the pumping plant in said parties in certain undivided interests and to hereafter own, use and operate the same for their joint benefit; NOW THEREFORE, it is agreed by and between the parties as follows: (1) The party of the first part does hereby grant unto the parties of the second part an undivided one-fourth interest in and to the pumping plant. (2) The party of the first part does hereby grant unto the party of the third part an undivided one-half interest in and to the pumping plant, also a right of way upon which to construct, and the right to construct thereon, a pipe line extending from the pumping plant easterly and to the West line of the North one-half (1/2) of the North one-half (1/2) of the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section 34, Township 4 South, Range 10 West, S. E. B. & M., above mentioned and described, together with the right to hereafter convey water from the pumping plant in said pipeline to the lands of the party of the third part, since the right to go upon, along and over said right of way to construct said pipeline, and to hereafter maintain and repair the same; the said pipeline to be constructed, repaired and maintained wholly

May 7, 1919 BK 332 Pg 107 Deeds

and expenses for power used in operating the pump during the time that such party is using the water, and shall promptly pay the same, and the word "power" shall be construed to mean electric energy, gas, gasoline, or other fuel which from time to time, may be installed and used as a motive power in operating the pump.

(9) At any time that there shall exist in the well and expressed by a majority of interests an excess of water and the same may be produced and sold to others at a profit, then such excess water may be sold to persons other than the parties hereto; All expenses of producing water sold shall be charged against the parties in accordance with their interests, and all profit divided on the same basis, but no water shall be sold to others on any day of the week except by consent and approval of the party to whom such water belongs on that day or days as provided for in Section (7) of this indenture.

(10) It is agreed that until otherwise designated the water to be produced from said well is to be used on the above specified days by the respective parties on lands hereinafter specifically designated by them and described as follows:

(a) North one-half of the North one-half of the Southwest quarter of the Northeast quarter estimated to contain ten acres of land, which is designated by the party of the first part.

(b) South one-half of the North one-half of the Southwest quarter of the Northeast quarter estimated to contain ten acres of land, which is designated by the parties of the second part.

(c) South one-half of the Southwest quarter of the Northeast quarter, estimated to contain twenty acres of land, which is designated by the party of the third part.

All of the above described and designated lands are in and a part of Section 34, Township 4 South, Range 10 West, S. B. G. & M., Orange County, State of California.

It is specifically agreed that nothing in this instrument contained shall prevent, or shall be construed as preventing, any party to it from discontinuing the use of the water on any land above described and designated by a party, and thereafter to use the same on other lands designated by such party of not to exceed a like number of acres.

No water or right to use water from the pumping plant shall be or become appurtenant or incidental or ever be construed as appurtenant or incidental to, any land whether described herein or not.

(11) The party of the first part does hereby grant unto the party of the third part the right to hereafter use, for conveying water from the pumping plant, that certain pipe line now constructed and extending south from the pumping plant to the South line of the land described in paragraph (10) under subdivision (a) and designated by the party of the first part.

(12) The parties of the second part do hereby grant unto the party of the third part the right to hereafter use, for conveying water from the pumping plant, that certain pipe line now constructed and extending southerly across the land described in paragraph (10) under subdivision (b) and designated by the parties of the second part, and which pipe line is the continuation of and connects with the pipe line described in paragraph (11) of this indenture.

(13) This indenture shall extend to, and for the benefit of, and shall be binding upon the heirs, executors, administrators, successors and assigns of the parties, and of each of the parties, hereto.

Dated May 1st, 1919.

Geo. J. Waldvogel Party of the first part.
Lucinda Waldvogel his wife,
Ernest J. Smale
Mary Merrick Smale Parties of the second part

State of California, }
 County of Orange, } ss.

On this 1st day of May, in the year of our Lord one thousand nine hundred and nineteen before me, Ana Y. Bishop, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ernest J. Smale and Mary Merrick Smale and Jesse O. Nichols known to me to be the persons described in, and whose names are subscribed to the annexed instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

((SEAL)) Ana Y. Bishop Notary Public
 in and for Orange County, State of California

State of California, }
 County of Los Angeles, } ss.

On this 6th day of May, A. D. 1919, before me, Jacquette Renuis a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. J. Walvogel and Lucinda Walvogel known to me to be the persons whose names are subscribed to the within instrument, and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

((SEAL)) Jacquette Renuis Notary Public
 in and for said County and State of California.

A full, true and correct copy of the original, recorded at the request of J. O. High May 7 1919, at 46 min past 9 A.M.

Justine Whitney County Recorder
 Deputy

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6530.

G R A N T D E E D

JOHN T. PERKINS, single of City of and County of Los Angeles, State of California, for consideration of Ten Dollars to me in hand paid, the receipt of which is hereby acknowledged, hereby Grant to ANNIE B. DAWSON, of City of and County of Los Angeles, State of California, that real property situate in the Town of Arch Beach, County of Orange, State of California, described as follows:

Lot Thirty-five in Block "H" of Arch Beach Heights Addition, as per map recorded in Book 7, page 22 Miscellaneous Records in the office of the County Recorder of said County

Subject to taxes for the fiscal year 1918-1919.

Subject to conditions, restrictions and reservations of record.

Subject to taxes for the fiscal year 1919-1920.

TO HAVE AND TO HOLD to the said grantee her heirs or assigns forever

WITNESS my hand this 22nd day of April, 1919.

John T. Perkins

State of California, }
 County of Los Angeles, } ss.

On this 23rd day of April, 1919, before me, Wm. J. Johnson a Notary Public in and for said County, personally appeared John T. Perkins, single, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

((SEAL)) Wm. J. Johnson Notary Public
 in and for the County of Los Angeles, State of California

(ITEM 7)

376

and the heirs or successors in interest shall be entitled to the immediate possession

of the premises, said E. G. Darby has hereunto affixed his hand and seal this 23rd day of August, 1913.

E. G. Darby

State of California, }
County of Los Angeles, } ss.

On this 23rd day of August, in the year nineteen hundred and thirteen A. D. before me, M. C. Somers a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. G. Darby, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((SEAL))

M. C. Somers Notary Public

in and for Los Angeles County, State of California.

A full, true and correct copy of the original, recorded at the request of Grantee April 1917, at 10 min past 4 P. M.

Justin Whitney County Recorder
Hattie L. ... Deputy

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18510.

DEED OF RIGHT OF WAY.

State of California, }
County of Orange, } ss.

Whereas, certain of the inhabitants of Garden Grove Road District of Orange County, taxable therein for road purposes have petitioned in writing the Board of Supervisors of said Orange County to lay out a new road therein, as set forth in their petition, dated the - day of - 1914, which said road is proposed to be located as follows, to-wit:

A strip of land forty feet in width being twenty feet on each side of the following described center line, commencing at the south one quarter section corner of section 34 T. 4 N. R. 10 W. S. 3. S. & N., thence northerly along property lines, one mile more or less to the north one quarter section corner of said section 34.

We, therefore, in consideration of the location and establishment of said road as above described and of the benefits to accrue to us, and each of us, by such location we the undersigned owners, occupants and claimants of land required for road purposes on the line of the foregoing designated route, hereby signify our approval of the location of said road, and do hereby consent thereto; and we do hereby grant and dedicate the lands belonging to us, and each of us so far as the same may be required for such road, to said Orange County, to that purpose, and for the use of such road; and we hereby waive all claim for damages for and on account of the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this - day of - 191-

C. A. Willard
Geo. J. Waldvogel
W. F. Freeman (Seal)
J. S. Rennie (Seal)
R. C. Berger
J. V. Burr (Seal)

L. B. Berger
 D. E. Magill (Seal)
 W. F. Hammond (Seal)
 Catherin Craig (Seal)
 per J. V. Burr
 H. C. Head per F. M. Lewis (Seal)
 Quinn Nichole (Seal)
 W. H. Glover (Seal)
 Warren E. Lloyd (Seal)
 California Farmland. Co.
 By Warren E. Lloyd President

State of California, }
 County of Orange, } ss.

On this 5 day of February in the year one thousand nine hundred and 17 A. D. before me, H. C. Henderson a Notary Public in and for said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared C. A. Willard, G. J. Waldvogel, H. C. Berger, L. B. Berger, Quinn Nichole, D. E. Magill personally known to me to be the person whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((SEAL)) H. C. Henderson Notary Public
 in and for Orange County, State of California.

State of California, }
 County of Orange, } ss.

On this 2nd day of February in the year nineteen hundred and 17 A. D. before me, J. Raymond Mayer, Jr. a Notary Public in and for the said County of Orange, State of California, residing therein, duly commissioned and sworn, personally appeared W. H. Glover personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

((SEAL)) J. R. Mayer Jr. Notary Public
 in and for Orange County, State of California

State of California, }
 County of Los Angeles, } ss.

On this 31st day of January in the year nineteen hundred and 17, before me, Geo. B. Toland a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn personally appeared Warren E. Lloyd known to me to be the President of the California Farmland Co. Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((SEAL)) Geo. B. Toland Notary Public
 in and for said County of Los Angeles, State of California.

State of California, }
 County of Los Angeles, } ss.

On this 31st day of January A. D. 1917, before me, Geo. B. Toland

...for the said County and State, residing therein, duly commissioned and...
...appeared Warren E. Lloyd known to me to be the person whose name is subscribed
...and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day
and year in this Certificate first above written.

(REAL)

Geo. B. Toland Notary Public

in and for said County and State.

A full, true and correct copy of the original, recorded at the request of County Clerk
...at 6 min past 3 P. M.

Justine Whitney County Recorder

Justine Whitney Deputy

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IN THE SUPERIOR COURT OF THE STATE OF
CALIFORNIA IN AND FOR THE COUNTY OF LOS ANGELES

IN THE MATTER OF THE ESTATE OF
WILLIAM JAMES CHURCH,
DECEASED.

No. 32225.

ORDER SETTLING FINAL ACCOUNT AND FOR DISTRIBUTION
UNDER WILL.

That Isabella Church, the executrix of the last will and testament of William James Church
deceased, by Messrs. Valentine & Newby, her attorneys, and proves to the satisfaction of the
Court that her final account and petition for distribution herein was rendered and filed on
the 24th day of March, 1917, that on the same day the Clerk of this Court appointed the 2^d
of April, 1917, for the settlement and hearing thereof; that due and legal notice of the
place of said settlement and hearing has been given as required by law, and the said account
and petition are now presented to the Court; and it appearing that said account is in all
respects true and correct and is supported by proper vouchers; and no person appearing to
object to or impeach said account or petition; the court, after hearing the evidence, being
satisfied that all debts due the property of the estate have been fully paid, and that all
debts and claims against said decedent, and also all charges of administration have been fully
paid and discharged; that there is no inheritance tax due or payable and that the estate is
in all respects ready to be closed, hereby approves and settles the said account and orders
distribution of said estate as follows:

It is hereby ordered, adjudged and decreed by the Court.

1. That said final account of said executrix be, and the same is hereby settled, allowed and approved;
2. That said executrix has in her possession, belonging to said estate, the hereinafter described real property, appraised at the value of \$32,100.00, and the hereinafter described personal property, appraised at the value of \$300.00; that all of said property is community property, one-half thereof being subject to the testamentary disposition of said deceased, and the other half thereof being the property of the said Isabella Church, surviving wife of said deceased;
3. That in pursuance of and according to the provisions of the last will of said deceased all of the said property of the said estate is distributed to the said Isabella Church, surviving wife of said deceased.

1521

(ITEM 8)

234

9. The Court now finds that as alleged in the petition for distribution there is not enough cash on hand to pay all of the specific cash bequests and attorneys' fees and Executors' commissions and that in order that the same may be paid and the administration of said estate closed, Clarence B. Skiles, surviving husband of decedent and residuary legatee, has advanced to this estate from his own funds sufficient money to enable the estate to make the said payments in order that the administration of said estate may be closed, and that said Clarence B. Skiles has waived his right to be reimbursed for said advancements made by him, excepting as to his advancement for payment of Federal estate tax prorated against the property left in trust, as hereinbefore set forth, and that said action by said Clarence B. Skiles is hereby approved by the Court.

Done in open Court this 9th day of May, 1947.

Raymond Thompson Judge of said Superior Court

The foregoing instrument is correct copy of the original on file in this office

ATTEST: May 13 1947

((COURT SEAL))

B. J. Smith, County Clerk and ex-officio Clerk of the Superior Court of the State of California in and for the County of Orange.

By H M Head Deputy

20514 Recorded at Request of Attorney, at 20 min. past, P. M. May, 13, 1947, in Book 1521, Page 289, Official Records of Orange County, California Fees 7.20/50 Ruby McFarland, County Recorder.

Irene Cumpston COMPARED Jessie Res

- - - oOo - - -

20499

RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

May 6, 1947

On motion of Supervisor Warner, duly seconded and carried, the following Resolution was adopted:

THAT WHEREAS, consent to the acceptance of Right of Way Deed by Frank S. Guthbert and Maude Farley Guthbert, Grantors, to the County of Orange, over the real property hereinafter described, for the widening of a portion of that certain highway commonly known as Harbor Boulevard, a public purpose, is desired.

NOW, THEREFORE, BE IT RESOLVED that Right of Way Deed dated April 29, 1947, from Frank S. Guthbert and Maude Farley Guthbert consideration \$370.70 Route 1, Box 698, Orange, California

Grantors, to the County of Orange, be and the same is hereby accepted and ordered recorded. Said Deed refers to the following described real property and is declared to be for the widening of a portion of that certain highway commonly known as Harbor Boulevard, a public purpose:

A strip of land eighty (80) feet in width and being forty (40) feet on each side of the following described center line.

Beginning at the one-quarter section corner on the North line of Section 34, T. 4 S., R. 10 W., S.B.B.& M., said point being the intersection of the center lines of those certain public highways commonly known as Harbor Boulevard and Chapman Avenue, and running thence from said point of beginning, S. 0° 12' 40" E., along the one-quarter section line running North and South through the center of said Section 34, 3854.89 feet to the beginning of a curve tangent, concave Northwesterly and having a radius of 800 feet, said beginning of curve being N. 0° 12' 40" W., 1398.99 feet from the one-quarter section corner on the South line of said Section 34; thence, Southwesterly along said curve through a central angle of 63° 54' 25" .92.31 feet to a line tangent; thence S. 63° 41' 45" W., along said tangent line, 970.43 feet to a point which bears N. 0° 11' 40" W., 254.41 feet from the Southwest corner of the Southeast one-quarter (SE¼) of the Southwest one-quarter (SW¼) of said Section 34; thence, continuing S. 63° 41' 45" W., 54.55 feet to the beginning of a curve tangent, concave Southeasterly and having a radius of 600 feet; thence, Southwesterly along said curve through a central angle of 32° 59' 49", 345.54 feet to a point in the South line of said Section 34; which said point is distant S. 89° 45' 30" W., 299.78 feet from said Southwest corner of the Southeast one-quarter (SE¼) of the Southwest one-quarter (SW¼) of Section 34, said T. 4 S., R. 10 W.

The intersection of the side lines of the above described Right of Way with the Southern line of the Right of Way of Chapman Avenue shall be rounded with a curve having a radius of 20 feet.

The intersection of the side lines of the above described Right of Way with a line parallel with and distant 40 feet North of the South line of said Section 34 shall be rounded with a curve having a radius of 13 feet.

1521

BE IT FURTHER RESOLVED AND ORDERED that the Auditor of the County of Orange give his warrant in favor of said Grantors, and payable out of Motor Vehicle License Funds FAS 742 First Project, Comprehensive Program; such warrant to be held pending notice from the Road Department of the County of Orange certified by C. E. Downie, Right of Way Agent, that Deed conveys sufficient title to right of way.

AYES: SUPERVISORS WILLIS H. WARNER, JAMES A. BAKER, FRED C. ROWLAND, IRVIN GEO. GORDON, AND WILLARD SMITH.

NOES: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

STATE OF CALIFORNIA,)

County of Orange)ss I, E. J. SMITH, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 6th day of May, 1947, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of May, 1947.

((S E A L))

E. J. Smith County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California..

DEED OF RIGHT OF WAY
HARBOR BOULEVARD

STATE OF CALIFORNIA,)

County of Orange)ss

WHEREAS, it is the intention of the Board of Supervisors of Orange County, California, to widen a portion of that certain highway commonly known as HARBOR BOULEVARD, in the Second Road District, and

WHEREAS, the necessary Right of Way for said widening is more particularly described as follows, to-wit:

A strip of land eighty (80) feet in width and being forty (40) feet on each side of the following described center line:

Beginning at the one-quarter section corner on the North line of Section 34, T.4 S., R. 10 W., S.B.B. & M., said point being the intersection of the center lines of those certain public highways commonly known as Harbor Boulevard and Chapman Avenue, and running thence from said point of beginning, S. 0° 12' 40" E., along the one-quarter section line running North and South through the center of said Section 34, 3854.89 feet to the beginning of a curve tangent, concave Northwesterly and having a radius of 800 feet, said beginning of curve being N. 0° 12' 40" W., 1395.99 feet from the one-quarter section corner on the South line of said Section 34; thence, Southwesterly along said curve through a central angle of 63° 54' 25", 892.31 feet to a line tangent; thence, S. 63° 41' 45" W., along said tangent line, 970.43 feet to a point which bears N. 0° 11' 40" W., 254.41 feet from the Southwest corner of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of said Section 34; thence, continuing S. 63° 41' 45" W., 54.55 feet to the beginning of a curve tangent, concave Southeasterly and having a radius of 600 feet; thence, Southwesterly along said curve through a central angle of 32° 59' 49", 345.54 feet to a point in the South line of said Section 34, which said point is distant S. 69° 45' 30" W., 299.78 feet from said Southwest corner of the Southeast one-quarter (SE 1/4) of the Southwest one-quarter (SW 1/4) of Section 34, said T. 4 S., R. 10 W.

The intersection of the side lines of the above described Right of Way with the Southerly line of the Right of Way of Chapman Avenue shall be rounded with a curve having a radius of 20 feet.

The intersection of the side lines of the above described Right of Way with a line parallel with and distant 40 feet North of the South line of said Section 34 shall be rounded with a curve having a radius of 13 feet.

All as particularly shown on the accompanying Map which is attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the widening of said highway as above described, and of the benefits to accrue to us and each of us by such widening, we the undersigned, owners, occupants and claimants of land required for highway purposes on the line of the foregoing designated route, hereby signify our approval of the widening of said highway, and do hereby consent thereto; and do hereby grant and dedicate the lands belonging to us, and each of us, so far as the same may be required for such highway, to said Orange County, to the purpose, and for the use of such highway, and we hereby waive all claim for damages for and on account of the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of April, 1947.

As Witness C. E. Downie

Frank S. Cuthbert

Maud Farley Cuthbert

STATE OF CALIFORNIA,)

County of Orange)ss On this 30th day of April in the year of our Lord one thousand nine hundred and Forty Seven before me, B. J. SMITH, County Clerk in and for said County of Orange, State of California; residing therein, duly commissioned and sworn, personally appeared C. E. Downie personally known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposed and said: That he resided in Orange County, California that he was present and saw Frank S. Guthbert and Naud Farley Guthbert personally known to him to be the same persons described in and who executed the said within instrument, as parties thereto, sign, seal and deliver the same; and that the said parties duly acknowledged in the presence of said affiant, that they executed the same, and that he, the said affiant, thereupon at their request, subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

((COURT SEAL))

B. J. Smith, County Clerk in and for Orange County, State of California

L. B. Wallace, Deputy

FILED May 6 1947 B. J. Smith County Clerk, By M.L.C. Deputy

20499 Recorded at Request of C. E. Downie, at 47 min. past 10 A. M. May 13, 1947;

In Book 1521, Page 294, Official Records of Orange County, California Fees no/17 Ruby McFarland, County Recorder.

Irene Cumpston COMPARED Jessie Rex

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20546

IN CONSIDERATION of Ten Dollars MARVIN F. SCHRADER and DORA W. SCHRADER, husband and wife, Do Hereby Grant to PERCY S. BULLEY and ESTHER H. BULLEY, husband and wife, as joint tenants, all that Real Property situate in the County of Orange, State of California, described as follows:

PARCEL 1: The North 225.70 feet of the West 193 feet of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 4 in Township 5 South, Range 10 West, San Bernardino Base and Meridian;

PARCEL 2: The South 112.55 feet of the North 338.55 feet of the West 193 feet of the Southwest quarter of the Southwest quarter of the Northwest quarter of Section 4, in Township 5 South, Range 10 West, San Bernardino Base and Meridian.

This deed is made and accepted upon and subject to the following express covenants, restrictions and conditions, which shall be covenants running with said land and be binding upon the grantees herein their successors and assigns, to-wit:

1. That any dwelling house erected or constructed upon said land shall be constructed of new material and shall have a ground floor area of not less than 620 square feet.
2. That no part of said land shall be used or occupied by any person other than a person or persons of the White or Caucasian Race, excepting such persons as may be employed as servants by the owners or tenants of said land actually residing thereon.

Any breach of the foregoing covenants, restrictions or conditions shall cause the title to said land to revert to the grantors, their successors or assigns, and any breach of any of said covenants, restrictions or conditions may be enjoined, abated or remedied by appropriate proceedings therefor; but a breach of any of said covenants, restrictions or conditions, or any re-entry by reason of said breach, shall not defeat or render invalid the lien or charge of any mortgage or deed of trust made in good faith and for value; but said covenants, restrictions and conditions shall be binding upon and effective against any owner of any of said land whose title is acquired by the foreclosure of any lien thereon or sale under any deed of trust given to secure the payment of money.

All of said covenants, restrictions and conditions shall continue in full force and effect until May 1, 1967, at which time they shall fully terminate.

ALSO SUBJECT TO:

1. All taxes for the fiscal year 1947-48, a lien.
2. Covenants, conditions, restrictions, assessments, reservations rights and rights of way of record.

WITNESS our hands this 21st day of April, 1947.

U.S.I.R.S.\$12.65
Cancelled

Marvin F. Schrader
Dora W. Schrader

(ITEM 8)

In Record

13181

42037

BOOK 1743 PAGE 131

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RESOLUTION OF THE BOARD OF SUPERVISORS OF
ORANGE COUNTY, CALIFORNIA

May 6, 1947

On motion of Supervisor Warner, duly seconded and carried, the following Resolution was adopted:

THAT WHEREAS, consent to the acceptance of Right of Way Deed by Frank S. Cuthbert and Maude Farley Cuthbert, Grantors, to the County of Orange, over the real property hereinafter described, for the widening of a portion of that certain highway commonly known as Harbor Boulevard, a public purpose, is desired.

NOW, THEREFORE, BE IT RESOLVED that Right of Way Deed dated April 29, 1947, from:

Frank S. Cuthbert and Maude Farley Cuthbert consideration \$370.70
Route 1, Box 696, Orange, California

Grantors, to the County of Orange, be and the same is hereby accepted and ordered recorded. Said Deed refers to the following described real property and is declared to be for the widening of a portion of that certain highway commonly known as Harbor Boulevard, a public purpose:

A strip of land eighty (80) feet in width and being forty (40) feet on each side of the following described center line:

Beginning at the one-quarter section corner on the North line of Section 34, T. 4 S., R. 10 W., S.B.B. & M., said point being the intersection of the center lines of those certain public highways commonly known as Harbor Boulevard and Chapman Avenue, and running thence from said point of beginning, S. 0° 12' 40" E., along the one-quarter section line running North and South through the center of said Section 34, 354.89 feet to the beginning of a curve tangent, concave Northwesterly and having a radius of 800 feet, said beginning of curve being N. 0° 12' 40" W., 1398.99 feet from the one-quarter section corner on the South line of said Section 34; thence, Southwesterly along said curve through a central angle of 63° 54' 25", 892.71 feet to a line tangent; thence, S. 63° 41' 45" W., along said tangent line, 970.43 feet to a point which bears N. 0° 11' 40" W., 254.41 feet from the Southwest corner of the Southeast one-quarter (SE¼) of the Southwest one-quarter (SW¼) of said Section 34; thence, continuing S. 63° 41' 45" W., 54.55 feet to the beginning of a curve tangent, concave Southeasterly and having a radius of 600 feet; thence, Southwesterly along said curve through a central angle of 32° 59'

1 49°, 345.54 feet to a point in the South line of said
2 Section 34; which said point is distant S. 89° 45' 30"
3 W., 299.78 feet from said Southwest corner of the South-
4 east one-quarter (SE $\frac{1}{4}$) of the Southwest one-quarter
5 (SW $\frac{1}{4}$) of Section 34, said T. 4 S., R. 10 W.

6 The intersection of the side lines of the above de-
7 scribed Right of Way with the Southerly line of the
8 Right of Way of Chapman Avenue shall be rounded with a
9 curve having a radius of 20 feet.

10 The intersection of the side lines of the above de-
11 scribed Right of Way with a line parallel with and dis-
12 tant 40 feet North of the South line of said Section 34
13 shall be rounded with a curve having a radius of 13 feet.

14 BE IT FURTHER RESOLVED AND ORDERED that the Auditor of the County of
15 Orange draw his warrant in favor of said Grantors, and payable out of Motor
16 Vehicle License Funds FAS 742 First Project, Comprehensive Program; such
17 warrant to be held pending notice from the Road Department of the County of
18 Orange certified by G. E. Downie, Right of Way Agent, that Deed conveys
19 sufficient title to right of way.

20 AYES: SUPERVISORS WILLIS H. WARNER, JAMES A. BAKER, FRED C. ROWLAND,
21 IRVIN GEO. GORDON, AND WILLARD SMITH.

22 NOES: SUPERVISORS NONE

23 ABSENT: SUPERVISORS NONE

24 STATE OF CALIFORNIA
25 COUNTY OF ORANGE

26 I, B. J. SMITH, County Clerk and ex-officio Clerk of the Board
27 Supervisors of Orange County, California, hereby certify that the above and
28 foregoing Resolution was duly and regularly adopted by the said Board at a
29 regular meeting thereof held on the 6th day of May, 1947, and passed by a
30 unanimous vote of said Board.

31 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day
32 of May, 1947.


County Clerk and ex-officio Clerk of the
Board of Supervisors of Orange County,
California.

DEED OF RIGHT OF WAY
HARBOR BOULEVARD

1 STATES OF CALIFORNIA } 13181
2 COUNTY OF ORANGE } ss

3 WHEREAS, it is the intention of the Board of Supervisors of
4 Orange County, California, to widen a portion of that certain highway
5 commonly known as HARBOR BOULEVARD, in the Second Road District, and

6 WHEREAS, the necessary Right of Way for said widening
7 is more particularly described as follows, to-wit:

8 A strip of land eighty (80) feet in width and being
9 forty (40) feet on each side of the following described
10 center line:

11 Beginning at the one-quarter section corner on the North
12 line of Section 34, T.4 S., R.10 W., S.B.E. & M., said
13 point being the intersection of the center lines of those
14 certain public highways commonly known as Harbor Boulevard
15 and Chapman Avenue, and running thence from said point of
16 beginning, S.0° 12' 40" E., along the one-quarter section
17 line running North and South through the center of said
18 Section 34, 3894.89 feet to the beginning of a curve tan-
19 gent, concave Northwesterly and having a radius of 800 feet,
20 said beginning of curve being N.0° 12' 40" W., 1398.99 feet
21 from the one-quarter section corner on the South line of
22 said Section 34; thence, Southwesterly along said curve
23 through a central angle of 63° 54' 25", 892.31 feet to a line
24 tangent; thence, S.63° 41' 45" W., along said tangent line,
25 970.43 feet to a point which bears N.0° 11' 40" W., 254.41
26 feet from the Southwest corner of the Southeast one-quarter
27 (SW $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of said Section 34;
28 thence, continuing S.63° 41' 45" W., 54.55 feet to the be-
29 ginning of a curve tangent, concave Southeasterly and having
30 a radius of 600 feet; thence, Southwesterly along said curve
31 through a central angle of 32° 59' 49", 345.64 feet to a
32 point in the South line of said Section 34, which said point
33 is distant S.89° 45' 30" W., 299.78 feet from said Southwest
34 corner of the Southeast one-quarter (SE $\frac{1}{4}$) of the Southwest
35 one-quarter (SW $\frac{1}{4}$) of Section 34, said T.4 S., R.10 W.

36 The intersection of the side lines of the above described
37 Right of Way with the Southerly line of the Right of Way of
38 Chapman Avenue shall be rounded with a curve having a radius
39 of 50 feet.

40 The intersection of the side lines of the above described
41 Right of Way with a line parallel with and distant 40 feet
42 North of the South line of said Section 34 shall be rounded
43 with a curve having a radius of 15 feet.

44 All as particularly shown on the accompanying Map which is
45 attached hereto and made a part hereof.

46 NOW, THEREFORE, in consideration of the widening of said
47 highway as above described, and of the benefits to accrue to us and each
48 of us by such widening, we the undersigned, owners, occupants and claim-
49 ants of land required for highway purposes on the line of the foregoing
50 designated route, hereby signify our approval of the widening of said
51 highway, and do hereby consent thereto, and do hereby grant and dedicate
52 the lands belonging to us, and each of us, so far as the same may be
53 required for such highway, to said Orange County, to that purpose, and
54 for the use of such highway, and we hereby waive all claim for damages
55 for and on account of the same.

1 IN WITNESS WHEREOF, we have hereunto set our hands and seals
2 this 29th day of April 1947.

3
4 Frank S. Cuthbert As Witness
5 Maud Farley Cuthbert Witness
6
7

STATE OF CALIFORNIA, } ss.
COUNTY OF ORANGE, }

On this 30th day of April in the year of our Lord one thousand nine hundred and
Forty Seven before me, E. J. SMITH, County Clerk in and for said County of Orange, State of California, residing
therein, duly commissioned and sworn, personally appeared Geo. W. Downie
personally known to me to be the person whose name is subscribed to 1.0 within instrument, as a witness thereto, who being by me
duly sworn, deposed and said: That he metted in Orange County, California
that he was present and saw Frank S. Cuthbert and Maud Farley Cuthbert

per Geo. W. Downie the same person Geo.
described in and who executed the said within instrument, Geo. W. Downie sign, seal and
deliver the same; and that the said parties

(SEAL)

duly acknowledged in the presence of said official Geo. W. Downie executed the same and that he,
the said official, thereupon at their request subscribed his name as a witness thereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year in this certificate first above written.

(WITNESS)
E. J. SMITH

E. J. Smith
County Clerk in and for Orange County, State of California.
L. B. Wallace, Deputy

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CHAPMAN

A=80'00" 13'
R=30'
C=27'45"

N 1/4 Cor. Sec 34
T. 4 S., R. 10 W.
AVE. 36
(A=111' 14" 47'
B=10' 40"
C=17' 00"
D=37' 45")

W³ O McClain

Paul A. Anders

Julius Milbrat Jr.

James Wiley

Frank S. Stevenson

Walter R. Gistler

Elmer A. Juenke

Ernest J. Smole

Elmer F. Lundblade

W³ E. Clement

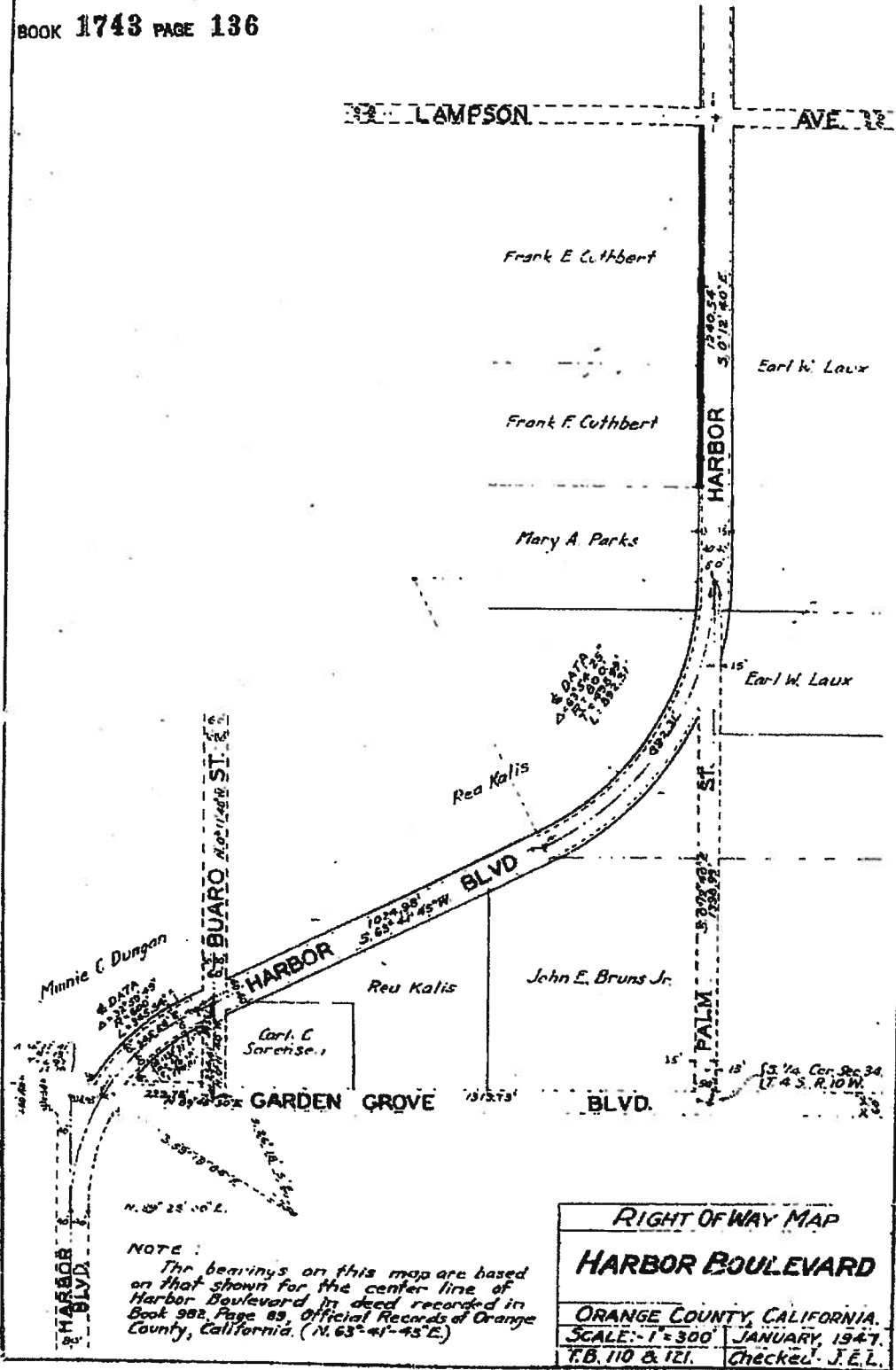
Quinn Nichols

LAMPSON

AVE. 38

BOULEVARD

50' 12" 40' E.



NOTE :
 The bearings on this map are based on that shown for the center line of Harbor Boulevard in deed recorded in Book 982, Page 89, Official Records of Orange County, California. (N. 63° 41' 43\"/>

RIGHT OF WAY MAP
HARBOR BOULEVARD
 ORANGE COUNTY, CALIFORNIA.
 SCALE: 1" = 300' JANUARY, 1947.
 T.B. 110 & 121. Checked: J.E.L.

FILED

E. L. SMITH
COUNTY CLERK

Pa. P. Smith

PAGED INDEXED

RECORDED AT REQUEST OF

MAR 1 8 1947

RECORDS SECTION OF

CLERK OF COURTS

INDEXED

85-153

Handwritten notes

13181

INDEXED

RECORDED AT REQUEST OF

MAR 9 9 1948

RECORDS SECTION OF

CLERK OF COURTS

17

13181 Recorded and Compared Ruby McFarland, County Recorder. By *James H. Johnson* Deputy

[Faint, mostly illegible text, possibly a deed or contract]

A. D. Smith

20129

For his file

13181

13181 Recorded and Compared. Ruby McFarland, County Recorder. By _____ Deputy

1743

20459

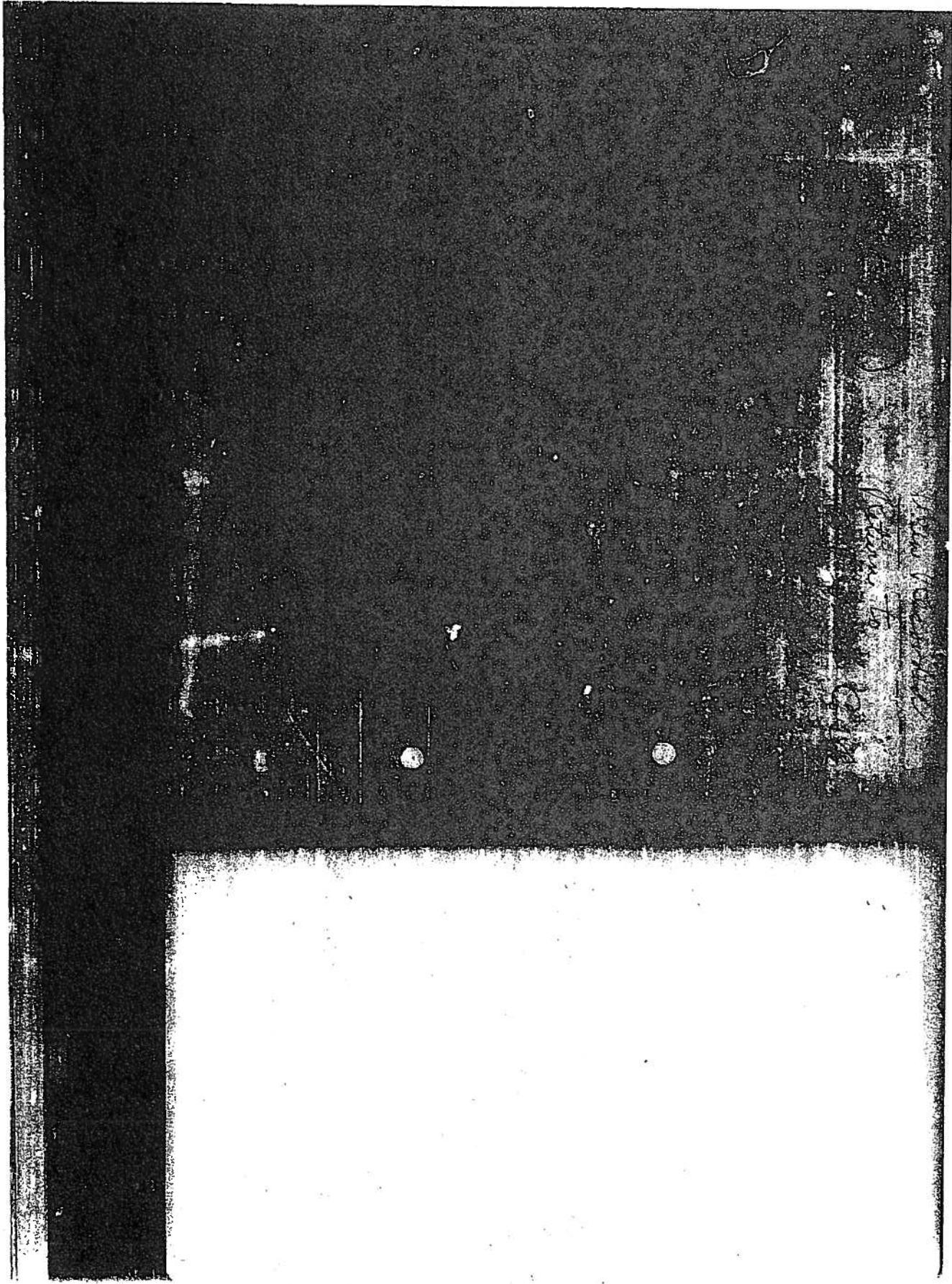
Return to
P. J. Smith Co. Inc.
1000 1st Ave.

Recorded and Compared by McFarlane

c

1743

137



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Joint Tenancy Deed

(ITEMS 9 & 10)

34611

In consideration of Ten Dollars, receipt of which is hereby acknowledged, ARTHUR C. JONES and HELEN E. JONES, husband and wife

do hereby GRANT TO CLARENCE A. PINGSTON and ANN PINGSTON, husband and wife,

AS JOINT TENANTS,

all that real property in the

County of Orange, State of California, described as:

Parcel 1. The West 400 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section Thirty-four, Township Four South, Range Ten West, S. B. B. & M.

Excepting therefrom the South 200 feet.

Reserving therefrom an easement over the East 6 feet for the operation and maintenance of water pipe lines, together with the right to convey same to any persons, firm or corporation. Also reserving therefrom the right to use the existing water line along the West line of said land, together with the right to convey said right of use to any persons, firm or corporation.

Also reserving an easement for ingress and egress and public utilities over the North 12 feet of the above described property.

Subject to the reservation of one-half of all oil, gas, minerals and other hydrocarbon substances as reserved in the deed from Walter R. Gisler and others to Arthur C. Jones, a married man, dated February 3, 1949 and recorded March 31, 1949 in Book 1823, page 196 of Official Records.

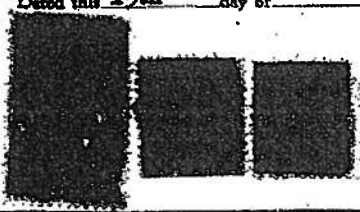
Parcel 2. An undivided 1/40th interest in and to the following: Commencing at a point in the North line of the North half of the North half of the Southwest quarter of the Northeast quarter of said Section Thirty-four, which point is 300 feet West of the Northeast corner of said Southwest quarter of the Northeast quarter, running thence South 35 feet; thence West 65 feet; thence North 35 feet; thence East 65 feet to the place of beginning.

Together with the right to use the present pipe line running West from said 35 x 65 foot well site herein described to the West line of the West 400 feet hereinabove described in Parcel 1.

Subject to covenants, conditions, reservations, restrictions and rights of way of record.

Also subject to taxes for fiscal year 1949-1950, not yet payable.

Dated this 15th day of August 1949



Arthur C. Jones
x Helen E. Jones

BOOK 1900 PAGE 300

MISSOURI
STATE OF MISSOURI
County of Jackson

On this 29th day of August, 1949, before me the undersigned
a Notary Public in and for said County and State, personally appeared

HELEN E. JONES

known to me to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that she executed the same.

Witness my hand and official seal.

My Commission Expires March 29, 1953
ORANGE COUNTY TITLE COMPANY
INDIVIDUAL FORM

Form No. 1028-2800-11-7-48

Moria D. Ransfield
Notary Public in and for said County and State.

STATE OF CALIFORNIA, } ss.
COUNTY OF ORANGE, }

On this 1st day of September, 1949, before me

Louise F. McGill

a Notary Public in and for said

County and State, personally appeared ARTHUR C. JONES

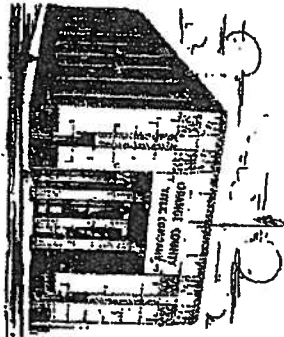
known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

(SEAL)

Louise F. McGill
Notary Public in and for said County and State.

ORANGE COUNTY
TITLE COMPANY
SANTA ANA



CLARENCE A. PINGSTON and
WIFE

TO

ARTHUR C. JONES and WIFE

Joint Tenancy Deed

RECORDED AT REQUEST OF
GRANTEE

SEP 18 1949 at 9:00 A. M.

BOOK 1900 PAGE 299

ORIGINAL RECORDS
Orange County, California

Robt. W. Johnson
224/2

Anshelm, California

P. O. Box 670

Claremont, California

WHEN RECORDED MAIL TO

Office No. 22705-LW

2611

(ITEM 11)

Grant Deed

In consideration of the Dollars, receipt of which is hereby acknowledged, CLARENCE A. PINGSTON and ANN PINGSTON, husband and wife,

do hereby
GRANT TO ARTHUR W. NUELLE, a single man,

all that real property in the
County of Orange, State of California, described as:

The North 12 feet of the West 400 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section Thirty-four, Township Four South, Range Ten West, S. B. B. & M.

Reserving an easement over said 12 feet for ingress and egress and public utilities.

Subject to encumbrances of record.

The consideration for this deed does not exceed \$100.00.

RECORDED AT REQUEST OF
GRANTEE

NOV 15 1949
BOOK 1928 PAGE 391
OFFICIAL RECORDS
COUNTY OF ORANGE, CALIFORNIA

W. L. ...
1-16/3 Recorder

Dated this 19th day of October, 1949.

Clarence A. Pingston
Ann Pingston

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On this 3rd day of November, 1949, before me,
Malvin ... a Notary Public in and for said
County and State, personally appeared CLARENCE A. PINGSTON and ANN PINGSTON

know to me to be the persons whose names are subscribed to the foregoing
instrument and acknowledged to me that they executed the same.

Witness my hand and official seal.

Malvin ...

[SEAL]

55773
PUMPING PLANT AGREEMENT

(ITEM 12)

11-6-51

HEAD, JACOB & CORFMAN
SANTA ANA, CALIFORNIA

M

ORIGINAL

4 Pages

Page

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4 THIS AGREEMENT, made and entered into by and between WILLARD
5 R. CAMPBELL, SR. and VIRGINIA MAY CAMPBELL, his wife, hereinafter
6 designated First Parties, and CLARENCE A. PINGSTON and ANN PINGSTON,
7 his wife, hereinafter designated Second Parties, and ARTHUR W. MUELLER,
8 hereinafter designated Third Party,

9 W I T N E S S E T H:

10 WHEREAS, the parties hereto are the owners of a well, pump
11 and motive apparatus for pumping water from said well, which is locat
12 on that certain real property situated in the County of Orange, State
13 of California, and described as:

14 The South 81.50 feet of the North 93.50 feet of
15 the East 10 feet of the West 394.00 feet of the
16 North one-half of the North one-half of the South-
17 west one-quarter of the Northeast one-quarter of
18 Section 34, Township 4 South, Range 10 West,
19 S.R.B. & M.

20 The words "pumping plant" are intended to mean, shall mean, and at all
21 times are to be construed to mean, the hereinbefore described real
22 property, well, pump, motive apparatus, water in the well and produced
23 therefrom as the same now exists and as it may hereafter by alteration,
24 addition or repair be made to exist; and

25 WHEREAS, it is the mutual wish and desire of the parties
26 hereto to vest the "pumping plant" in certain undivided interests and
27 to hereafter own, use and operate the same for their joint benefit;

28 IT IS, THEREFORE, AGREED by and between the parties as follows:

29 (a) The First Parties and Second Parties do hereby grant
30 unto the Third Party an undivided one-fourth interest in and to the
31 pumping plant.

32 (b) The First Parties and Third Party do hereby grant unto
33 Second Parties an undivided one-fourth interest in and to the pumping
34 plant.

ACKS OK

BOOK 2250 PAGE 356

North One-half of the Southwest Quarter of the Northeast Quarter of Section 34, Township 4 South, Range 10 West, S.B.B. & M., excepting therefrom the South 200 feet.

Parcel 3 owned by ARTHUR W. MUELLER:

The West 1 acre of that portion of the North Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 34, Township 4 South, Range 10 West, S.B.B. & M., lying East of the West 400 feet thereof.

This agreement is for the benefit of and shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement in triplicate originals this 3rd day of November, 1951.

Willard R Campbell Sr
Willard R. Campbell, Sr.

Virginia May Campbell
Virginia May Campbell

First Parties

Clarence A. Fingston
Clarence A. Fingston

Ann Fingston
Ann Fingston

Second Parties

Arthur W. Mueller
Arthur W. Mueller

Third Party

HEAD, JACOBS & CORFMAN
ATTORNEYS AT LAW
ST. LOUIS, MISSOURI

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HEAD, JACOBS & CORFMAN
SANTA ANA, CALIFORNIA

1 (c) The Second Parties and Third Party do hereby grant unto
2 First Parties an undivided one-half interest in and to the pumping
3 plant.

4 (d) Each party hereto grants to each other party hereto the
5 right to hereafter convey water for domestic purposes only from the
6 pumping plant in pipe lines to the lands owned by the parties as here-
7 inafter described; also the right of each party to go upon, along and
8 over said property to construct or attach necessary pipe lines to convey
9 water from the pumping plant, which construction, together with the
10 maintenance and repair of the same, shall be wholly at the expense of
11 the party making the construction or installation.

12 (e) All questions, controversies and matters necessary to
13 be settled and determined which shall or may arise concerning or in-
14 volved in the future alteration, repair or operation of the pumping
15 plant shall be decided and carried out in accordance with the expressed
16 wish of the owners of a majority of the interests as they are herein-
17 before designated, which means that First Parties shall have two votes,
18 Second Parties shall have one vote, and Third Party shall have one vote.

19 (f) Each party shall be individually responsible for and
20 chargeable with all costs and expenses for power used in operating the
21 pump during the time that such party is using the water, and shall
22 promptly pay the same, and the word "power" shall be construed to mean
23 electric energy, gas, gasoline, or other fuel which, from time to time,
24 may be installed and used as a motive power in operating the pump.

25 (g) The parties agree that all costs, charges and expense
26 necessary to be expended and when expended in the alteration of, addi-
27 tion to or repairs on the pumping plant, including the payment of taxes
28 thereon, shall be paid as follows: One-half by First Parties, one-
29 fourth by Second Parties, and one-fourth by Third Party. A majority of
30 interests may decide and determine at what time any alteration, addi-
31 tion or repairs are necessary, and may direct and order the same to be
32 done; providing, however, that any party desiring to make any such

55773

2250 2255

2250 2255

11-6-51

HEAD, JACOBS & CORFMAN
SANTA ANA, CALIFORNIA

M

ORIGINAL

Pages

4

Page

1 alterations or repairs must notify the other two parties in writing
2 that a meeting is to be held at a time and place to be designated to
3 consider the necessity of any changes in the pumping plant.

4 (h) The parties agree that the water produced from the pump-
5 ing plant shall be used only on the parcels of property owned by the
6 respective parties hereto and for domestic purposes only, and may be
7 furnished to homes now existing on the properties and to not more than
8 two additional homes which may hereafter be built on each parcel of
9 property.

10 (i) The parties agree that a reasonable charge shall be made
11 to persons who are furnished water that is produced from the pumping
12 plant, which charge shall be mutually determined by the parties hereto
13 and shall be in accordance with all rules and regulations of any com-
14 mission of the State of California pertaining thereto.

15 (j) True and accurate accounts of sales of water shall be
16 kept by one of the parties hereto or such person as shall be agreed
17 upon, and such records or accounts shall be open to the inspection of
18 any party hereto.

19 (k) All sums received from the sale of water shall be kept
20 in a separate bank account, and the same shall first be used for the
21 repair and maintenance of the pumping plant, and any balance shall be
22 distributed to the parties in the proportions as their interests appear
23 herein and at such time as is mutually agreed upon.

24 The properties owned by the parties and on which water is to
25 be furnished for domestic purposes are situated in the County of Orange
26 State of California, and are described as follows:

27 Parcel 1 owned by WILLARD R. CAMPBELL, SR. and VIRGINIA
28 KAY CAMPBELL:

29 The South 200 feet of the West 400 feet of the
30 North Half of the North Half of the Southwest
31 Quarter of the Northeast Quarter of Section 34,
32 Township 4 South, Range 10 West, S.B.B. & M.

33 Parcel 2 owned by CLARENCE A. PINGSTON and ANN PINGSTON:

34 The West 400 feet of the North One-half of the

30110

JOHN M. HOY

 State of California

 No. 2225

 Mar. 9, 1949

RECORD OF SURVEY

PARCELS SHOWN BELOW GIVING NAME
 OF OWNERS, LOCATION AND DATE.

I, John M. Hoy, do hereby certify that I am a Licensed Surveyor in the State of California, No. 2225, and that these maps correctly represent surveys made under my order in my direction of the request of the owners and that all the measurements shown thereon actually exist and their positions are correctly shown.

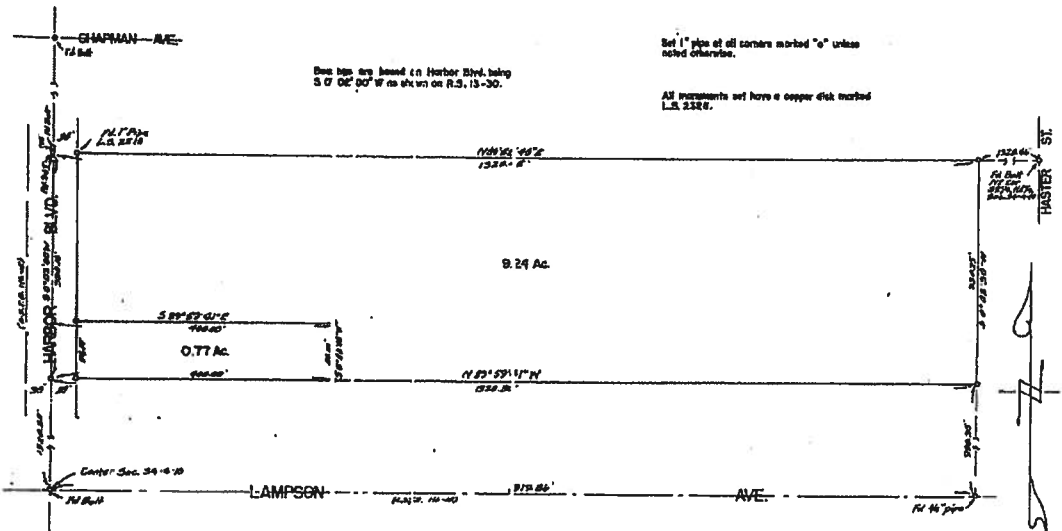
Licensed Surveyor

SURVEY OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST
 ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 34, T.4S, R.10W, S.B.B.&M.

Owner - Robert Gister

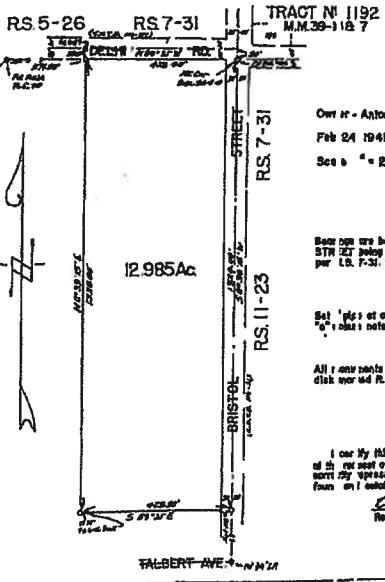
Scale 1" = 100'

Feb. 5, 1949.



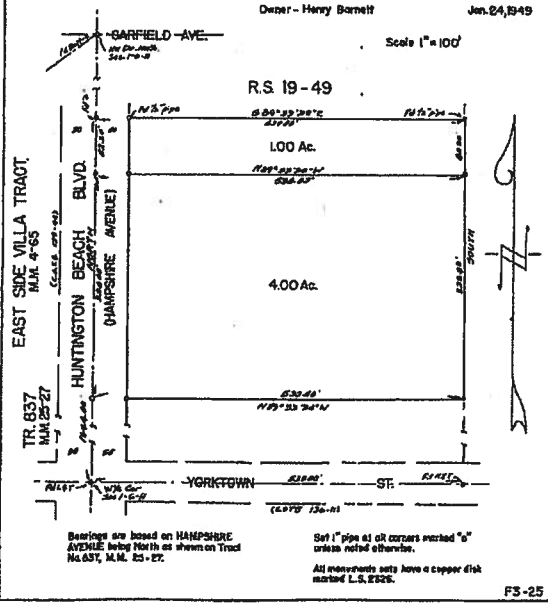
F3-30

SURVEY OF A PORTION OF THE EAST ONE-HALF
 OF THE NORTHEAST ONE-QUARTER OF THE NORTH-
 EAST ONE-QUARTER OF SECTION 23, T.5S, R.10W,
 S.B.B.&M.



E3-45

SURVEY OF NORTH 411.00 FEET OF THE SOUTH 1644.00
 FEET OF THE WEST 530.00 FEET OF THE NORTHWEST
 ONE-QUARTER OF SECTION 1, T.6S, R.11W, S.B.B.&M.



F3-25

21-5

21-5

794143

(ITEM 14)

Approved as to form by the County Counsel
September 7, 1955.

HARBOR BOULEVARD

NAME OF EASEMENT

135735

U. V. No. 2989
Right of Way No. 1371
Co. Surv. Map No. 10, 195
Date 7-5-56

EASEMENT DEED

SECOND ROAD DISTRICT

For valuable consideration, receipt of which is hereby acknowledged, (I, We) Alex R. West and Joyce West, husband and wife, and George O. Reyes and Margaret Reyes, husband and wife

CITY OF GARDEN GROVE, a municipal corporation,
grant and convey to the ~~CITY OF GARDEN GROVE~~ a perpetual easement and right of way for street
and highway purposes in, on and over all that real property situated in the
County of Orange, State of California, described as follows:

Exhibit #48

The west ninety-five (95) feet of the North one-half (N $\frac{1}{2}$) of the North one-half (No) of the Southwest one-quarter (SW $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 34, T. 4 N., R. 10 W., as shown on a Sectionalized Survey Map recorded in Book 51, Page 10, Miscellaneous Maps, Records of Orange County, California, being a portion of the Renohe Las Bolsas.

EXCEPTING THEREFROM the North twelve (12) feet.

ALSO EXCEPTING THEREFROM the South two hundred (200) feet.

All as particularly shown on the accompanying Map which is attached hereto and made a part hereof.

Approved as to Description
Alvin S. Ford, County Surveyor
By *Alvin S. Ford*

Applied as to Title
Wm. E. Dyer, Right of Way Agent
By *Wm. E. Dyer*

It is understood that the grantor... grant... only that portion of the above described land in which
he has... an interest.

Dated: July 11, 1956.

STATE OF CALIFORNIA }
COUNTY OF ORANGE }

Signature of Alex R. West
Signature of Joyce West
Signature of George O. Reyes
Signature of Margaret Reyes

On this... day of... 19... before me...
A Notary Public in and for said County and State
personally appeared...

known to me to be the... President and... Secretary, respectively,
of the...
the Corporation that executed the within instrument, known to me to be the persons who executed the within
instrument, on behalf of the Corporation herein named, and acknowledged to me that such corporation
executed the same.

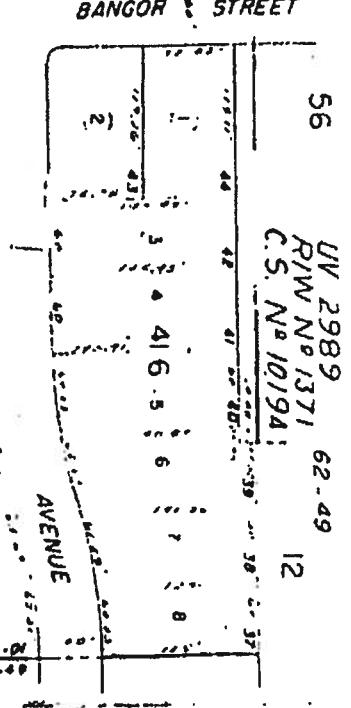
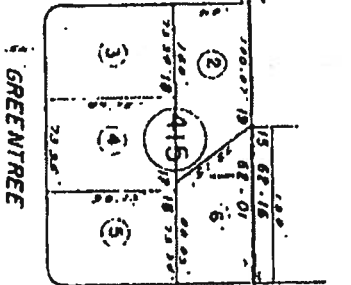
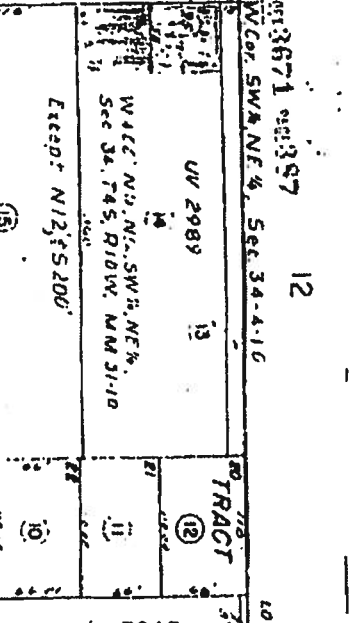
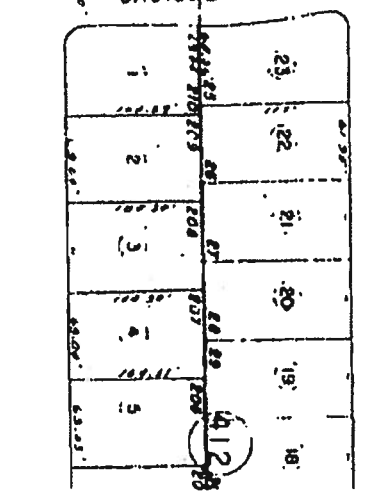
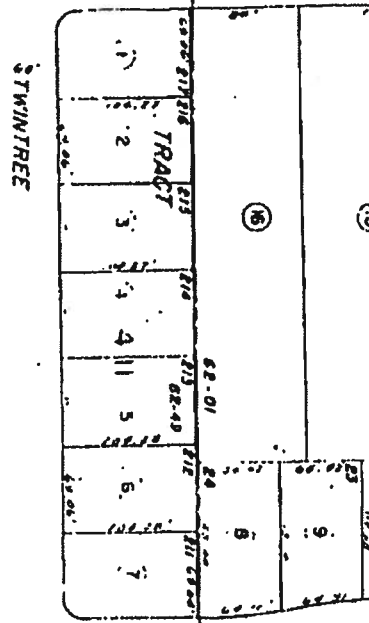
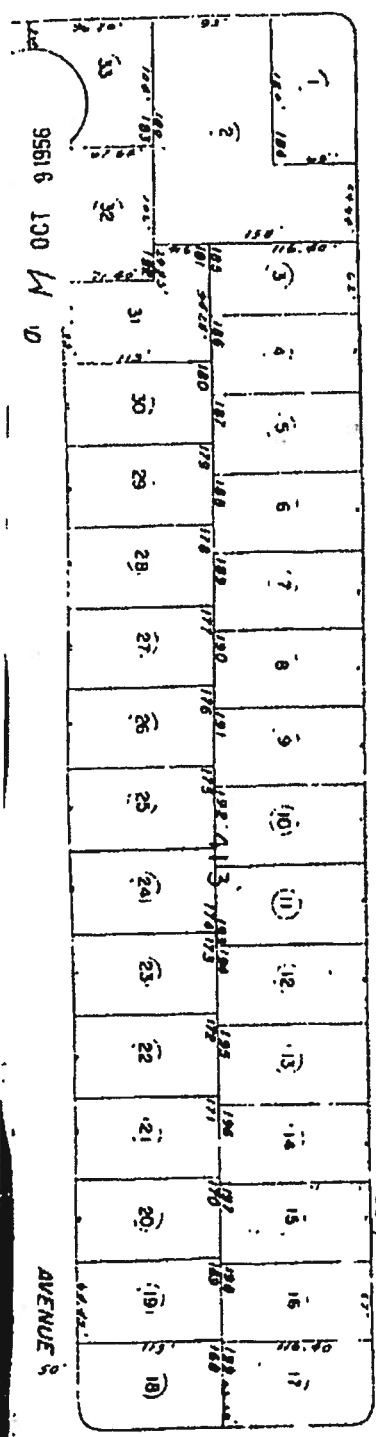
Notary Public in and for said County and State
My Commission Expires...

(SEAL)
STATE OF CALIFORNIA }
COUNTY OF ORANGE }
On July 11, 1956... before me
the undersigned... a Notary
Public in and for said County and State, personally
appeared Alex R. West, Joyce West, George
O. Reyes and Margaret Reyes
known to me to be the person whose name is
subscribed to the within instrument and
acknowledged that they executed the same.
WITNESS my hand and official seal
(SEAL) *Alvin S. Ford*
Notary Public in and for said County and State
My Commission Expires *10/1/58*

This Space for County Recorder's use only
RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
HO3671 PAGE 384
OCT - 3 1956
AT... MIN. PAST... M
OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
Alvin S. Ford
COUNTY RECORDER

M OCT 9 1956

135735



ENCL 3671 02:397
NW COR SW 1/4 NE 1/4, SEC 34-4-16

56
UV 2989
R/W N^o 1371 62-49
C.S. N^o 10194 12

NO 2229

AVENUE S

AVENUE

135735

RESOLUTION NO. 27

3671 385

RESOLUTION OF THE CITY OF GARDEN GROVE ACCEPTING EASEMENT

M OCT 9 1956

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On motion of Councilman Dungan, seconded by Councilman Honold, it is ordered that the following Resolution accepting Easement be adopted, to-wit:

RESOLVED, by the City Council of the City of Garden Grove having in open session at a regular meeting held on September 18th, 1956, examined the easement from Alex R. West, Joyce West, Margaret Reves, and George O.Reves across the property herein described and it appearing to the City Council that it is for the best interest of the City of Garden Grove that said easement be accepted, the same easement be and the same is hereby accepted by the City of Garden Grove, and the City Clerk is hereby authorized and directed to cause the same to be recorded in the County Recorder's Office of Orange County.

The parcel of real property across which said easement and right of way for street and highway purposes is described as follows:

The West ninety-five (95) feet of the North one-half (N $\frac{1}{2}$) of the North one-half (N $\frac{1}{4}$) of the Southwest one-quarter (SW $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 34, T 4 S, R 10 W, as shown on a sectionalized survey map recorded in Book 51, Page 10, Miscellaneous Maps, Records of Orange County, California, being a portion of the Rancho Las Bolsas, EXCEPTING THEREFROM the North twelve (12) feet. ALSO EXCEPT THEREFROM, the South two hundred (200) feet.

PASSED AND ADOPTED by the City Council of the City of Garden Grove, at its regular meeting held September 18th, 1956.

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK PRO TEM

RESOLUTION OF THE CITY OF GARDEN GROVE

RESOLUTION NO. 135735

1956

135735

3671 386

M OCT 9 1956

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STATE OF CALIFORNIA)
CITY OF GARDEN GROVE) SS:
COUNTY OF ORANGE)

I, HARRY L. BLADES, City Clerk Pro Tempore, of the City of Garden Grove, do hereby certify that the foregoing Resolution was regularly passed and adopted by the City Council of the City of Garden Grove at its regular meeting held on the 18th day of September, 1956, by the following vote:

AYES: COUNCILMEN: JUNGAN, BARR, HOWOLD, LAKE, BLADES

NOES: COUNCILMEN: NONE

ABSENT: COUNCILMEN: NONE.

[Handwritten Signature]
CITY CLERK PRO TEM

City of Garden Grove, City Clerk
11991 Acacia St.
Garden Grove, Calif. 92640

14151

FREE

BOOK 7525 PAGE 992
RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
9:35 AM MAY 19 1965
J. WYLLIE CARLYLE, County Recorder

(ITEM 14)

RESOLUTION NO. 2961-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE ABANDONING AND VACATING CERTAIN PORTIONS OF HARBOR BOULEVARD

WHEREAS, the City of Garden Grove has been petitioned and is desirous of abandoning a portion of Harbor Boulevard and the subject abandonment requests vacation thereof; and

WHEREAS, subject street does not now serve any properties and is not necessary for the promotion of the public health, safety and general welfare; and

WHEREAS, the City Council at its meeting held May 11th, 1965, gave due and careful consideration to the abandonment of that certain portion of Harbor Boulevard described herein,

IT IS NOW THEREFORE RESOLVED AS FOLLOWS:

That the City Council of the City of Garden Grove does hereby vacate and abandon certain portions of Harbor Boulevard in the City of Garden Grove more particularly described as follows:

The easterly 35 feet of that portion of Harbor Boulevard, described in deed to the City of Garden Grove in deed recorded as document number 135735 on October 9, 1956, in Book 6671, page 384 of Official Records, in the office of the Recorder of the County of Orange.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE THIS 11th day of May, 1965, by the following vote:

AYES: COUNCILMEN: BALLARD, BARR, KNOFELER, RAINWATERS, HONGOLD
NOES: COUNCILMEN: NONE
ABSENT: COUNCILMEN: NONE

GEORGE B. HONGOLD
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

GWEN WIESNER
CITY CLERK OF THE CITY OF GARDEN GROVE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, GWEN WIESNER, City Clerk of Garden Grove do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of Garden Grove held May 11, 1965.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Garden Grove this 11th day of May, 1965.

GWEN WIESNER
CITY CLERK OF THE CITY OF GARDEN GROVE

This foregoing instrument is a true and correct copy of the original on file in the City of Garden Grove
May 17 1965
J. W. Wiesner
City Clerk of the City of Garden Grove

46687

GRANT OF EASEMENT
(INDIVIDUAL)

(ITEM 15)

THE GRANTOR S. CLARENCE A. PINGSTON and ANN PINGSTON, husband and wife
hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, ~~in perpetuity~~ over the real property hereinafter described, situated in the County of Orange State of California, an electric line, consisting of ~~poles, cross-arms, wires and other fixtures and appliances~~, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

East 5 ft of the West 400 feet of the North one-half of the North one-half of the Southwest one-quarter of the Northeast one-quarter of Section Thirty-four; Township Four South, Range Ten West, San Bernardino Base and Meridian; EXCEPTING therefrom the South 200 feet.

Pl-141

DIET.
S. A.
S. A. T.
2229
45-91
APPROVED W/W DEPT.
BY W.O.J.
JO 3122
DATE
3-29-55

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantor S. has executed this instrument this 13th day of April, 1955.

Witness:
W. H. Johnson

Signature of Grantor(s):
Clarence A. Pingston
Clarence A. Pingston

W. H. Johnson

Ann Pingston
ANN PINGSTON

STATE OF CALIFORNIA
COUNTY OF
Orange } SS.

On April 20, 1955
before me, the undersigned, a Notary Public in and for said County and said State, personally appeared W. H. Johnson
personally known to me to be the person whose name is subscribed to the within instrument as a Witness thereto, who being by me duly sworn, deposes and says: That he resides in Los Angeles County and that he was present and saw CLARENCE A. PINGSTON and ANN PINGSTON
personally known to him to be the same person, as described in and whose name S. subscribed to the within and annexed instrument as Parties thereto, execute and deliver the same, and they acknowledged to said affiant that they executed the same and that said affiant subscribed his name thereto as a Witness.

WITNESS my hand and official seal.
(Seal) _____
Notary _____ and for said County and State,
My Comm. expires June 12, 1957

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
SOUTHERN CALIF. EDISON CO.
BOOK 3037 PAGE 116
APR 20 1955
AT _____ MIN. PAST _____
OFFICIAL RECORDS OF
ORANGE COUNTY CALIFORNIA
County Recorder
17/5

ORIGINAL

4-20-55

46687

(ITEM 16)

SCALE 1" = 200'

SURVEYED - JANUARY 1961

RECORD OF SURVEY

IN THE CITY OF GARDEN GROVE
ORANGE COUNTY CALIFORNIA.

RST 1165

83/48

A SURVEY OF HARBOR BOULEVARD, NORTH FROM
WESTMINSTER AVENUE, S.E. COR. SEC. 4, T.5 S.,
R.10 W., TO CHAPMAN AVENUE, N.W. COR. N.E. 1/4
SEC. 34, T.4 S., R.10 W.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE
UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS
OF CHAPTER 15 OF DIVISION 3 OF THE BUSINESS & PROFESSIONS
CODE AT THE REQUEST OF THE CITY OF GARDEN GROVE IN
JANUARY, 1961.

Charles A. Hardy
CHARLES A. HARDY, R.C.E. 9760

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP HAS BEEN EXAMINED FOR CONFORMANCE WITH THE
REQUIREMENTS OF CHAPTER 15 OF DIVISION 3 OF THE BUSINESS
& PROFESSIONS CODE THIS 6/29 DAY OF July, 1961.

G.P. DeLone
COUNTY SURVEYOR

40704

RECORDER'S CERTIFICATE

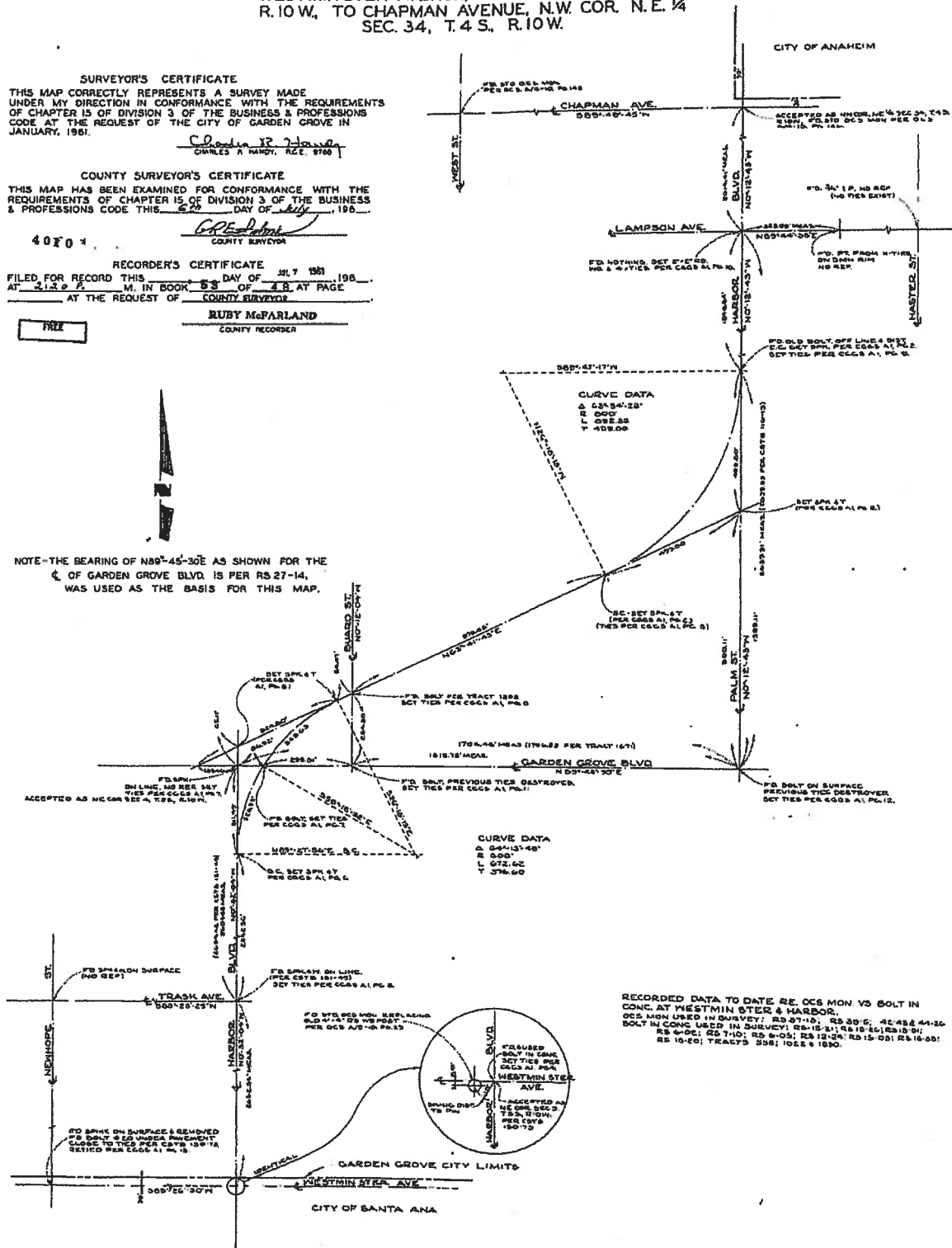
FILED FOR RECORD THIS JUL 7 DAY OF 1961
AT 2:13 P.M. IN BOOK 83 OF 48 AT PAGE
AT THE REQUEST OF COUNTY SURVEYOR

Ruby McFarland
COUNTY RECORDER

FREE



NOTE - THE BEARING OF $N89^{\circ}45'30''E$ AS SHOWN FOR THE
C. OF GARDEN GROVE BLVD. IS PER RS 27-14,
WAS USED AS THE BASIS FOR THIS MAP.



RECORDED DATA TO DATE RE. CCS MON VS BOLT IN
CONC. AT WESTMINSTER & HARBOR.
CCS MON USED IN SURVEY: RS 27-10; RS 20-5; 40-43 & 44-26
BOLT IN CONC. USED IN SURVEY: RS 10-21; 18-18; 18-10; 18-10;
RS 6-02; RS 7-10; RS 6-05; RS 12-24; RS 15-03; RS 16-03;
RS 10-20; TRACTS 398; 1022 & 1030.

RECORD OF SURVEY

20680

MAR 24 1965

79

1255 2722

(ITEM 16)

IN THE CITY OF GARDEN GROVE, ORANGE COUNTY, CALIFORNIA.
 BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4
 SOUTH, RANGE 10 WEST, IN THE RANCHO LOS BOLSAS, AS SHOWN ON A MAP
 RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE
 COUNTY, CALIFORNIA.

FILED FOR RECORD THIS DAY OF
 AT 10:13 A.M. IN BOOK 79 PAGE 12
 OF RECORDS OF SURVEYS COUNTY OF ORANGE
 CALIFORNIA.
 AT REQUEST OF COUNTY SURVEYOR
 \$5.00 J. WYLLI CARYLL, County Recorder

This survey represents a survey made by me or under
 my supervision in accordance with the provisions of
 the laws of the State of California, and I certify that
 the same is true and correct.

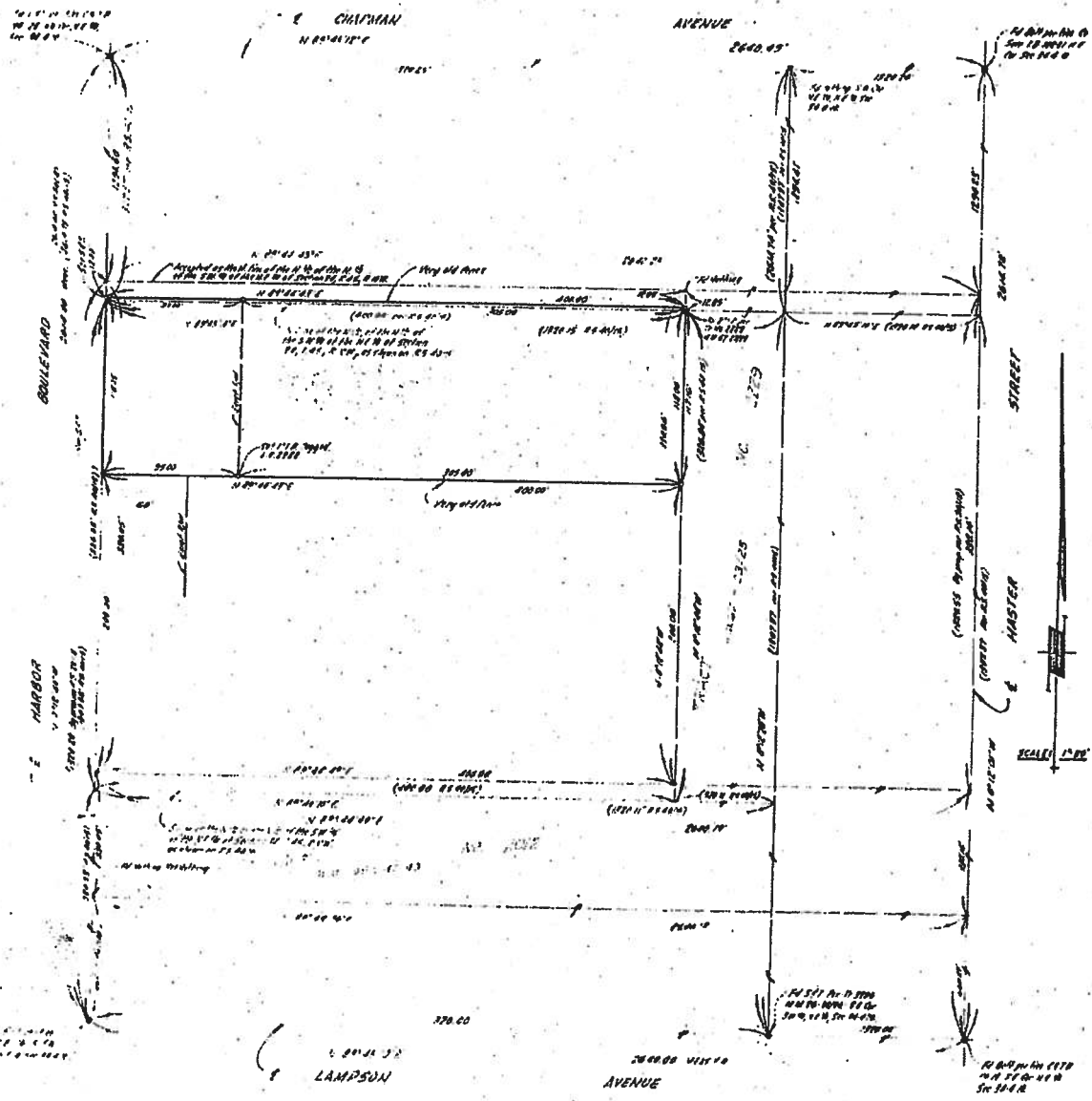
This map was prepared by me or under my supervision with the
 approval of the said Surveyor and I certify that the
 same is true and correct.

J. W. Caryll
 County Surveyor

Robert V. Wise
 Deputy County Surveyor

BASIS OF BEARINGS
 Bearings are based on the center line of Harbor Blvd.
 as being N 0° 2' 40" W per R.S. 4018, records of
 Orange County.

MONUMENT NOTES
 (1) indicates 5/8" dia. Tapped I.C. 2000
 (2) indicates otherwise noted



MAY 15 1963

RECORDS

101

TEM 17

BOOK 6549 PAGE 879

RECORDING REQUESTED BY:
CITY OF GARDEN GROVE

12950

LAS-219,
Right of Way No. 026-6
Project HARBOR BLVD. WIDENING,
Westminster Boulevard
to Chapman Avenue.

RETURN TO: City of Garden Grove - City Clerk
1139 1/2 Acacia St.
Garden Grove, Calif.

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, (1. 1963)

and
ARTHUR W. MUELLER, ~~husband~~, and MARION F. MUELLER
husband and wife,
grant and convey to City of Garden Grove a perpetual easement and right of way for
Street and Highway purposes in, on and over that real property situated in the County of Orange
State of California, described as follows:

936

Easement 48

The West 50 feet of the North 12 feet
of the North half of the North half of
the Southwest quarter of the Northeast
quarter of Section 36, Township 4 South,
Range 10 West, as shown on a sectionalized
survey map recorded in Book 51, page 10
of Miscellaneous Maps, records of said
County.

Approved as to Title
By *Edw. A. ...*
Notary Public

Approved as to Description
By *Edw. A. ...*
Notary Public

Jobs - 141 X
shel

It is understood that the grantor grant only that portion of the above described land in which
he has an interest.

Dated *March 20 - 1963* by *Arthur W. Mueller*
Marion F. Mueller

(Individual)
STATE OF CALIFORNIA
COUNTY OF ORANGE
On *March 20, 1963* before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared **ARTHUR W. MUELLER**
known to me
to be the person whose name is subscribed to the within
instrument and acknowledged that he executed the same.
WITNESS my hand and official seal.

(Notary)
Clayton M. Carter
Notary Public in and for Orange County, California

This Space for County Recorder's Use Only

RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
FREE MAY 15 1963
RUBY McFARLAND, County Recorder

MAY 15 1963

12950

M

BOOK 6549 PAGE 879

RECORDING REQUESTED BY:
CITY OF GARDEN GROVE

12950

LAS-249,
Right of Way No. 025-5

Project HARBOR BLVD. WIDENING,
Westminster Boulevard,
to Chapman Avenue.

RETURN TO: City of Garden Grove - City Clerk
11391 Acacia St.
Garden Grove, Calif.

EASEMENT DEED

BOOK 6549 PAGE 880
This is to certify that the interest in real property conveyed by the deed or grant dated March 20 and April 11, 1963 to the City of Garden Grove, a Municipal Corporation, is hereby accepted by order of the City Council on May 7, 1963, and the grantee hereby consents to recordation by its duly authorized officer.

Dated May 7, 1963

By Zury K. Selva
Deputy City Clerk Pro Tem

STATE OF CALIFORNIA
COUNTY OF ORANGE

On April 11, 1963

before me, the undersigned, a Notary Public in and for said

County and State, personally appeared

MARION F. MUELLER

known to me to be the person whose name is subscribed to the within instrument and acknowledged that

she _____ entered the same.

WITNESS my hand and official seal

(Seal) Charles M. Carter
Notary Public for the State of California

BEST COPY

21229

(ITEM 19)

BOOK 7569 PAGE 11

Recorded at the Request of City of Garden Grove. After Recording Return to 11391 Acacia Street, Garden Grove, California.

Right of Way No. R-10-1
Project

EASEMENT DEED

1316

For valuable consideration, receipt of which is hereby acknowledged, (I, We) TOM D. BOWEN AND JERRY LEE BOWEN

DO HEREBY CONVEY, RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE, ANY AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER AND ACROSS THE FOLLOWING DESCRIBED LINES:

LINE 1:
BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 12 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 2.00 FEET TO A POINT HEREBY DESIGNATED POINT A.

LINE 2:
BEGINNING AT A POINT ON ABOVE-MENTIONED EASTERLY LINE, DISTANT SOUTHERLY THEREON 30.00 FEET FROM ABOVE-DESIGNATED POINT A; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 43.00 FEET TO A POINT HEREBY DESIGNATED POINT B.

LINE 3:
BEGINNING AT A POINT ON ABOVE-MENTIONED EASTERLY LINE, DISTANT SOUTHERLY THEREON 30.00 FEET FROM ABOVE DESIGNATED POINT B; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF ABOVE-MENTIONED SECTION.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ABUTTING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS WHATEVER TO OR FROM SAID ABUTTING PORTION.

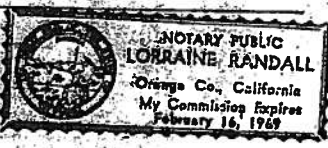
DESCRIPTION L20
CHECKED BY Ray
APPROVED Ray

It is understood that the grantor grant only that portion of the above described land in which he has an interest.

Dated: 26 Mar 65
x Tom D. Bowen
x Jerry Lee Bowen

STATE OF CALIFORNIA }
COUNTY OF Orange } ss. BOOK 7569 PAGE 13
On March 31, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry Lee Bowen

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me as such by him. He executed the same in my presence and official seal.
Signature Jerraine Randall



QUEST OF
HOW
DROS OF
CALIF.
65
my Recorder

6-24-65 Bk. 7569 pg. 11 # 21229

20029

EASEMENT DEED

13/16

DO HEREBY CONVEY, RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE, ANY AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER AND ACROSS THE FOLLOWING DESCRIBED LINES:

LINE 1:
BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 12 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 2.00 FEET TO A POINT HEREBY DESIGNATED POINT A.

LINE 2:
BEGINNING AT A POINT ON ABOVE-MENTIONED EASTERLY LINE, DISTANT SOUTHERLY THEREON 30.00 FEET FROM ABOVE-DESIGNATED POINT A; THENCE SOUTHERLY ALONG SAID EASTERLY LINE 43.00 FEET TO A POINT HEREBY DESIGNATED POINT B.

LINE 3:
BEGINNING AT A POINT ON ABOVE-MENTIONED EASTERLY LINE, DISTANT SOUTHERLY THEREON 30.00 FEET FROM ABOVE DESIGNATED POINT B; THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF THE SOUTHERLY 200 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF ABOVE-MENTIONED SECTION.

THIS CONVEYANCE OF RIGHTS IS MADE AS A DEDICATION TO PUBLIC USE, WHILE ALL OF HARBOR BOULEVARD ADJOINING THE HEREIN GRANTOR'S PROPERTY REMAINS A PUBLIC HIGHWAY, AND FOR SUCH TIME ONLY, SO THAT THE HEREIN GRANTOR'S PROPERTY ABUTTING THE ABOVE DESCRIBED LINES DURING SUCH TIME WILL HAVE NO RIGHT OF ACCESS WHATEVER TO OR FROM SAID ABUTTING PORTION.

DESCRIPTION L-21
CHECKED BY [Signature]
APPROVED [Signature]

It is understood that the grantor ... grant ... only that portion of the above described land in which
he ... has ... an interest.

Dated: 26 Mar 65

Tom D. Bowen
Jerry Lee Bowen

This Space for County Recorder's Use Only

RECORDED AT REQUEST OF
BY OFFICIAL RECORDER OF
ORANGE COUNTY, CALIF.
FREE
9:25 AM JUN 24 1965
J. W. H. GILLESPIE

JUN 24 1965

21229

BOOK 7569 PAGE 11

Recorded at the Request of City of Garden Grove. After Recording Return to 11391 Acacia Street, Garden Grove, California.

Right of Way No. R-10-1
Project

EASEMENT DEED

1316

For valuable consideration, receipt of which is hereby acknowledged, (I, We)
TOM D. BOWEN AND JERRY LEE BOWEN

DO HEREBY CONVEY, RELEASE AND RELINQUISH TO THE CITY OF GARDEN GROVE, ANY AND ALL RIGHTS OF VEHICULAR INGRESS AND EGRESS TO OR FROM THAT PORTION OF HARBOR BOULEVARD, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, OVER AND ACROSS THE FOLLOWING DESCRIBED LINES:

LINE 1:
BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF THE WESTERLY 60 FEET OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ORANGE, WITH THE SOUTHERLY LINE OF THE NORTHERLY 12 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTHERLY ALONG SAID EASTERLY LINE, A DISTANCE OF 2.00 FEET TO A POINT HEREBY DESIGNATED POINT A.

BOOK 7569 PAGE 12

TO THE EASTERLY LINE, DISTANT SOUTHERLY TO POINT A; THENCE SOUTHERLY ALONG SAID LINE TO POINT B.

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is hereby accepted under authority of Resolution No. 2764-64, adopted by the City Council of said City of Garden Grove on July 14, 1964, and the Grantee consents to the recordation thereof by its duly authorized officer.

TO THE EASTERLY LINE, DISTANT SOUTHERLY TO POINT B; THENCE SOUTHERLY ALONG SAID LINE TO THE SOUTHERLY 200 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION.

AND THE DEDICATION TO PUBLIC USE, WHILE ALL OF GRANTOR'S PROPERTY REMAINS A PUBLIC TRAIL THE HEREIN GRANTOR'S PROPERTY ABUTTING SAID TRAIL AT ANY TIME WILL HAVE NO RIGHT OF ACCESS WHATSOEVER.

Dated June 23, 1965

By Queen Wiseman
City Clerk

DESCRIPTION As Shown
CHECKED BY Queen
APPROVED Queen

... only that portion of the above described land in which

... has an interest

STATE OF IOWA

COUNTY OF WINNEBAGO

On March 26, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom D. Bowen

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same WITNESS my hand and official seal.

Marlene E. James
Marlene E. James
Notary Public in and for said County and State

My Commission Expires 7-4-66



BOOK 7569 PAGE 42

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is hereby accepted under authority of Resolution No. 2764-64, adopted by the City Council of said City of Garden Grove on July 14, 1964, and the Grantor consents to the registration thereof by its duly authorized officer.

Dated: June 23, 1965.

By: Queen Wiesner
City Clerk

STATE OF IOWA

COUNTY OF WINDYBAGO

On March 26, 1965, before me, the undersigned, a Notary Public in and for said State, personally appeared Tom B. Jones

known to me to be the person, whose name subscribed to the within instrument and acknowledged to me that he executed the same WITNESS my hand and official seal.



Clarence R. James
Notary Public in and for said County and State

My Commission Expires 7-4-66

Form 3001—(Individual) First American Title Company

STATE OF CALIFORNIA

COUNTY OF Orange

BOOK 7569 PAGE 13

On March 31, 1965 before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry Lee Bowen

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature Lorraine Randall

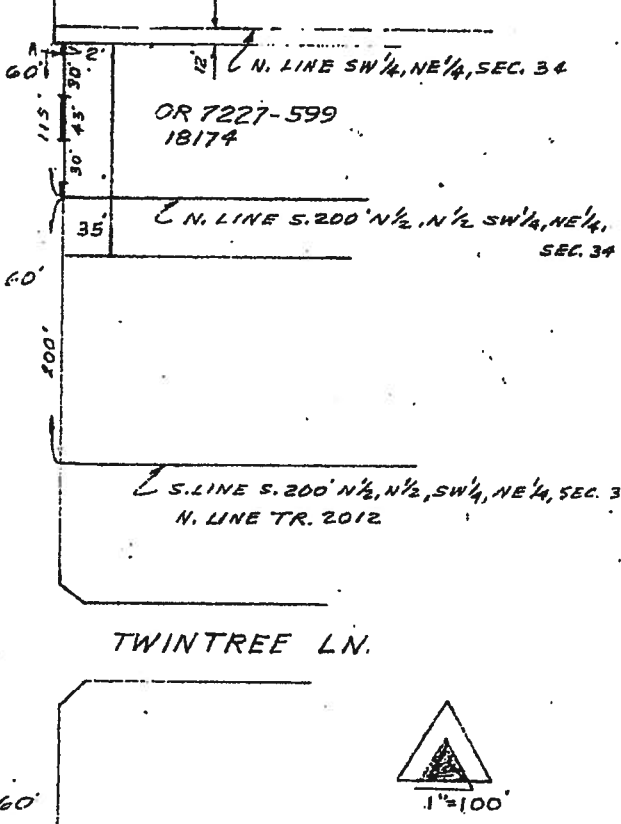
Name (Typed or Printed)



NOTARY PUBLIC
LORRAINE RANDALL
Orange Co., California
My Commission Expires
February 16, 1967

01316

HARBOR BLVD. W. LINE. NE 1/4, SEC. 34, T. 4S, R. 10W



EASEMENT DEED
 GRANTED BY -
 TOM D. BOWEN & JERRY
 LEE BOWEN

MAR. 1965 - R10-1 (S10)

On MARCH 26, 1965, before me, the undersigned, a Notary
 Public in and for said State, personally appeared Tom D. Bowen

known to me to be the person whose name subscribed to the within instrument
 and acknowledged to me that he executed the same WITNESS my hand and official
 seal.

Marlene R. James
 Marlene R. James
 Notary Public in and for said County
 and State

My Commission Expires 7-4-66



(ITEM 20)

RECORDING REQUESTED BY

2686

13 17 0 730

Southern California Edison Company SCE

WHEN RECORDED MAIL TO

Southern California Edison Company SCE

\$3.00
C9

INCLUDED IN ORIGINAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

JUN 17 1979 - 8:30 PM

LEE A. RHONCH County Recorder

P. O. BOX 3307
SANTA ANA, CA 92707

A. E. No. 138-20-13

CITY OF GARDEN GROVE
GRANT OF EASEMENT

SPACE ABOVE THIS LINE FOR RECORDER'S USE

INVESTMENT TRUSTEE 111 - None and consideration

SIGNATURE OF GRANTEE OR AGENT OF GRANTEE OR TAXPAYER
STATE OF CALIF. EDISON CO.

CHARLES WINFIELD and JEAN R. WINFIELD, husband and wife

(hereinafter referred to as "Grantor(s)"), hereby granted to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time overhead and underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of poles, guys and anchors, crossarms, wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

DISTRICT

S.A.

WORK ORDER

6029

6704

18-6708

45/91

APPROVED BY

DEPARTMENT

BY

JTU

9/30/79

A strip of land 6 feet in width, lying within the South 84 feet of the West 100 feet of the North Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 34, Township 4 South, Range 10 West, in the Rancho La Balsa, as shown on a map thereof recorded in Book 51, page 10 et seq. of Miscellaneous Maps, Records of Orange County, California; the centerline of said strip of land being described as follows:

Commencing at the intersection of the northerly line of Lot 217 of Tract No. 2912, as shown on a map recorded in Book 55, pages 47 to 49, inclusive, of Miscellaneous Maps, in the Office of said Recorder, with the easterly line of Harbor Boulevard, as now established; thence easterly along said northerly line and its easterly prolongation 175 feet to the TRUE POINT OF BEGINNING; thence northerly 98 feet to a point in a line parallel with and distant easterly 135 feet, measured at right angles, from said easterly line.

Grantor(s) agree(s) for themselves, ~~XXXXXX~~ their ~~XXXXX~~ heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures, except walls and fences on the hereinabove described easement area.

The Grantor, and its contractors, agents and employees, shall have the right to trim or top such trees and to cut such roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 17 day of June 1979

CHARLES WINFIELD

JEAN R. WINFIELD

WITNESS

GRANTOR(S)

STATE OF CALIFORNIA

COUNTY OF ORANGE

On this 17th day of June 1979, before me, a Notary Public in and for said State, personally appeared

known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same

WITNESS my hand and official seal



LEE A. RHONCH
COUNTY RECORDER
ORANGE COUNTY, CALIFORNIA
My Commission Expires March 23, 1982

RECORDED DOCUMENT

(ITEM 22)

CF0067-F(1-79)
RECORDED AT REQUEST OF

THIS BOX FOR RECORDER'S USE

Recorded at the request of
FIRST AMER. TITLE INS. CO.

8:50 APR 6 1989
A.M. Official Records
Orange County, California

See A Branch Record

\$7.00
C7

NO CONSIDERATION

NO DOCUMENTARY TRANSFER TAX DUE.

BY V. Becker
PACIFIC BELL AGENT

WHEN RECORDED RETURN TO
Pacific Bell
Right of Way Office
3839 E. Coronado St., 1st Flr
Anaheim, Calif. 92807

Orange

NE 1/4, Sec. 34, T48, R10W
CA(29)1202R-Case E PG 1 of 2

GRANT OF EASEMENT

The undersigned Grantor(s) hereby grant(s) to Pacific Bell, Grantee, its successors and assigns an easement to construct and maintain (place, operate, inspect, repair, replace and remove) such aerial and underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, conduits, manholes, handholes, markers, pedestals, terminal equipment cabinets, electrical conductors and necessary fixtures and appurtenances in, over, under and upon that certain real property in the City of Garden Grove, County of Orange, State of California, described as:

110-227011

That portion of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 4 South, Range 10 West, S.B.M., described in Deed filed for record as Document No. 85-357479 on the 19th day of September, 1985 of Official Records, in the Office of the County Recorder of Orange County.

The above-described easement shall be located on the southerly five (5) feet of the westerly fifty (50) feet of Parcel D of said Deed.

LP 3/27/89

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor(s) also grant(s) to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said facilities. Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

Deed
Description Correct
Grantorship and Power

Executed this 10th day of FEB. 1989

CHARLES WINFIELD AND JEAN K. WINFIELD
CO-TRUSTEES OF THE "CHARLES AND JEAN WINFIELD FAMILY TRUST" DATED
SEPTEMBER 3, 1987.

Ch. Winfield

Jean K. Winfield

THIS SPACE FOR
ACKNOWLEDGEMENT FORM
SEE PAGE 2 OF 2 FOR
ACKNOWLEDGEMENT

Accomodatio

89-179424

PACIFIC BELL
PAGE 2 of 2
CA(29) 1202R-CASE E

STATE OF CALIFORNIA) ss.
COUNTY OF ORANGE)

On this 10th day of February, 1989, before me
C.D. CUSTER a Notary Public of the
State of California, personally appeared CHARLES WINTFIELD AND
JEAN E. WINTFIELD, personally known to me or
proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) are subscribed to the within instrument as
the Trustees of the CHARLES AND JEAN WINTFIELD FAMILY TRUST
and acknowledged to me that they executed the same as said
Trustees.

WITNESS MY HAND AND OFFICIAL SEAL.



C.D. Custer

Notary Public in and for said State

GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary C.D. CUSTER
Date Commission Expires DEC. 4, 1989
County where bond is filed Orange

Place of execution Anaheim Cal. Date 03/30/1989
Jerry L. Bell (Pacific Bell)
Signature (firm name if any)

(ITEM 23) *h*

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

WHEN RECORDED MAIL TO:

NO FEE

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842
Attention: City Clerk

2011000124338 8:29 am 03/09/11
62 417 D11 A36 A04 8
0.00 0.00 0.00 0.00 21.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN: 231-521-01,02

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This **DEED OF TRUST** is made as of March 8, 2011 between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic herein called **TRUSTOR** or **AGENCY**, whose address is 11222 Acacia Parkway, Garden Grove, California 92842, **STEWART TITLE OF CALIFORNIA**, herein called **TRUSTEE**, and the **CITY OF GARDEN GROVE**, a charter city herein called **BENEFICIARY** or **CITY**.

*3x
88
NK
1cc*

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Garden Grove, County of Orange, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Amended and Restated Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Gilean	469	76	Monro	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	1964	149774			
						Series 5					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT**, a public body,
corporate and politic

By: Matthew Ferial
Director

Attest:

Kathleen Bails
Agency Secretary

STATE OF CALIFORNIA)

COUNTY OF Orange)

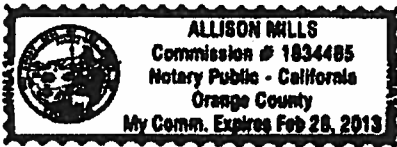
) ss.
)

On March 8, 2011, before me, Allison Mills, Notary Public,
(Print Name of Notary Public)

personally appeared Matthew Fertal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Allison Mills
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES LYING IN, UNDER OR ON THE ABOVE DESCRIBED LAND, UNTIL FEBRUARY 2, 1974, AS EXCEPTED AND RESERVED BY WALTER R. GISLER AND OTHERS IN THE DEED FROM THEM RECORDED MARCH 31, 1949 IN BOOK 182, PAGE 196 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED PRIOR TO SAID FEBRUARY 2, 1974, OR BE DISCOVERED IN ANY WELL BEING DRILLED ON SAID LAND ON SAID DATE, OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON SAID FEBRUARY 2, 1974, COVERING SAID LAND OR ANY PART THEREOF, THEN AND IN THAT EVENT THE GRANTORS EXCEPT AND RESERVED TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, ONE-HALF OF ALL OIL, GAS MINERALS OR HYDROCARBON SUBSTANCES PRODUCED FROM SAID LAND DURING THE TERM OF SAID LEASE, AND SO LONG AS OIL, GAS MINERAL OR HYDROCARBON SUBSTANCES ARE PRODUCED FROM SAID LAND; ALSO RESERVING THE RIGHT OF ENTRY UPON THE SURFACE AND INTO THE SUBSURFACE OF SAID SUBSTANCES, OR ANY OF THEM; AND FURTHER RESERVING ONE-HALF OF ANY BONUS OR RENTAL PAID BY ANY LESSEE ON ACCOUNT OF ANY SUCH OIL, GAS, MINERAL OR OTHER HYDROCARBON LEASE COVERING SAID LAND.

PARCEL 2:

THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THEREFROM THE NORTH 12 FEET.

ALSO EXCEPT THEREFROM THE SOUTH 200 FEET.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES LYING IN, UNDER OR ON THE ABOVE DESCRIBED LAND, UNTIL FEBRUARY 2, 1974, AS EXCEPTED AND RESERVED BY WALTER R. GISLER AND OTHERS IN THE DEED FROM THEM

RECORDED MARCH 31, 1949 IN BOOK 182, PAGE 196 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED PRIOR TO SAID FEBRUARY 2, 1974, OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON SAID FEBRUARY 2, 1974, COVERING SAID LAND OR ANY PART THEREOF, THEN AND IN THAT EVENT THE GRANTORS EXCEPT AND RESERVE TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, ONE-HALF OF ALL OIL, GAS, MINERALS OR HYDROCARBON SUBSTANCES PRODUCED FROM SAID LAND DURING THE TERM OF SAID LEASE, AND SO LONG AS OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES ARE PRODUCED FROM SAID LAND; ALSO RESERVING THE RIGHT OF ENTRY UPON THE SURFACE AND INTO THE SUBSURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND PRODUCING SAID SUBSTANCES, OR ANY OF THEM; AND FURTHER RESERVING ONE-HALF OF ANY BONUS OR RENTAL PAID BY ANY LESSEE ON ACCOUNT OF ANY SUCH OIL, GAS, MINERAL OR OTHER HYDROCARBON LEASE COVERING SAID LAND.

PARCEL 2A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 231-521-01,02

EXHIBIT C-2
TO ATTACHMENT NO. 5

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Garden Grove Agency for Community Development, a public body, corporate and politic, to the City of Garden Grove, as to the following property:

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES LYING IN, UNDER OR ON THE ABOVE DESCRIBED LAND, UNTIL FEBRUARY 2, 1974, AS EXCEPTED AND RESERVED BY WALTER R. GISLER AND OTHERS IN THE DEED FROM THEM RECORDED MARCH 31, 1949 IN BOOK 182, PAGE 196 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED PRIOR TO SAID FEBRUARY 2, 1974, OR BE DISCOVERED IN ANY WELL BEING DRILLED ON SAID LAND ON SAID DATE, OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON SAID FEBRUARY 2, 1974, COVERING SAID LAND OR ANY PART THEREOF, THEN AND IN THAT EVENT THE GRANTORS EXCEPT AND RESERVED TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, ONE-HALF OF ALL OIL, GAS MINERALS OR HYDROCARBON SUBSTANCES PRODUCED FROM SAID LAND DURING THE TERM OF SAID LEASE, AND SO LONG AS OIL, GAS MINERAL OR HYDROCARBON SUBSTANCES ARE PRODUCED FROM SAID LAND; ALSO RESERVING THE RIGHT OF ENTRY UPON THE SURFACE AND INTO THE SUBSURFACE OF SAID SUBSTANCES, OR ANY OF THEM; AND FURTHER RESERVING ONE-HALF OF ANY BONUS OR RENTAL PAID BY ANY LESSEE ON ACCOUNT OF ANY SUCH OIL, GAS, MINERAL OR OTHER HYDROCARBON LEASE COVERING SAID LAND.

PARCEL 2:

THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THEREFROM THE NORTH 12 FEET.

EXHIBIT C-3
TO ATTACHMENT NO. 5

(Lower Income)
DOCSOC/1471030v3/022012-0001

ALSO EXCEPT THEREFROM THE SOUTH 200 FEET.
EXCEPTING THEREFROM AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES LYING IN, UNDER OR ON THE ABOVE DESCRIBED LAND, UNTIL FEBRUARY 2, 1974, AS EXCEPTED AND RESERVED BY WALTER R. GISLER AND OTHERS IN THE DEED FROM THEM RECORDED MARCH 31, 1949 IN BOOK 182, PAGE 196 OF OFFICIAL RECORDS, WHICH DEED PROVIDES THAT SHOULD OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES BE DISCOVERED PRIOR TO SAID FEBRUARY 2, 1974, OR BE DISCOVERED SUBSEQUENTLY TO SAID DATE IN ANY LEASE THAT IS IN EFFECT ON SAID FEBRUARY 2, 1974, COVERING SAID LAND OR ANY PART THEREOF, THEN AND IN THAT EVENT THE GRANTORS EXCEPT AND RESERVE TO THEMSELVES, THEIR SUCCESSORS AND ASSIGNS, ONE-HALF OF ALL OIL, GAS, MINERALS OR HYDROCARBON SUBSTANCES PRODUCED FROM SAID LAND DURING THE TERM OF SAID LEASE, AND SO LONG AS OIL, GAS, MINERAL OR HYDROCARBON SUBSTANCES ARE PRODUCED FROM SAID LAND; ALSO RESERVING THE RIGHT OF ENTRY UPON THE SURFACE AND INTO THE SUBSURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, DEVELOPING AND PRODUCING SAID SUBSTANCES, OR ANY OF THEM; AND FURTHER RESERVING ONE-HALF OF ANY BONUS OR RENTAL PAID BY ANY LESSEE ON ACCOUNT OF ANY SUCH OIL, GAS, MINERAL OR OTHER HYDROCARBON LEASE COVERING SAID LAND.

PARCEL 2A:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LOS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 231-521-01,02

EXHIBIT C-4
TO ATTACHMENT NO. 5

(Lower Income)
DOCSOC/1471030v3/022012-0001

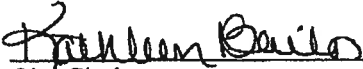
is hereby accepted by the City Manager of the City of Garden Grove on behalf of the City pursuant to authority conferred by action of the City Council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE



City Manager

ATTEST:



City Clerk

EXHIBIT C-5
TO ATTACHMENT NO. 5

(Lower Income)
DOCSOC/1471030v3/022012-0001

(ITEM 5)

Form No. 9 12th Ed. 12-54
SOUTHERN CALIFORNIA EDISON COMPANY

43933

BOOK 3030 PAGE 9

GRANT OF EASEMENT
(INDIVIDUAL)

THE GRANTOR, VIRGINIA MAY CAMPBELL
hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, ~~locate~~ over the real property hereinafter described, situated in the County of Orange State of California, an electric line, consisting of ~~poles, towers, cross-arms, wires and~~ other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

Exempt plat #49
The East 5 feet of the South 200 feet of the West 400 feet of the North one-half of the North one-half of the Southwest one-quarter of the Northeast one-quarter of Section Thirty-four, Township Four South, Range Ten West, San Bernardino Base and Meridian.

EXCEPTING therefrom the South 84 feet thereof.

Lds - 191

APPROVED
S. A.
S. A. Tr. 2229
45-91
APPROVED
M/H DEPT.
40 3122
DATE
3-29-55

ORIGINAL

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantor, has, executed this instrument this 9th day of April, 1955.

Witness: [Signature]

Signature of Grantor(s): Virginia May Campbell

STATE OF CALIFORNIA
COUNTY OF ORANGE

On April 13, 1955
before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Virginia May Campbell
personally known to me to be the person whose name is subscribed to the within instrument, as a Witness therein, who being by me duly sworn, deposes and says: That she resides in Orange County and that she is present and she Virginia May Campbell
personally known to me to be the same person described in and whose name is subscribed to the within and annexed instrument as Part therein, executes and delivers the same, and she acknowledged to said affiant that she executed the same and that said affiant subscribed his name therein as a Witness.

WITNESSE my hand and official seal.
(Notary Seal)
Notary Public in and for said County and State.
My Commission expires June 17 1959

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF

BOOK 3030 PAGE 91
AT THE OFFICIAL RECORDER'S OFFICE
OF ORANGE COUNTY, CALIFORNIA
[Signature]

46688

BOOK 3037 PAGE 117

(ITEM 6)

GRANT OF EASEMENT
(INDIVIDUAL)

THE GRANTORS, EARL R. KUNKEL, JOE R. OJEDA, EVELYN P. OJEDA
hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, ~~to possess~~ over the real property hereinafter described, situated in the County of Orange State of California, an electric line, consisting of ~~poles, cross-arms, wires and conductors~~ cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

East 5 ft #121

The East 5 feet of the South 84 feet of the West 400 feet of the North one-half of the North one-half of the Southwest one-quarter of the Northeast one-quarter of Section Thirty-four, Township Four South, Range Ten West, San Bernardino Base and Meridian.

Lds - 141

4-20-55

IV

ORIGINAL

Dist.	S.A.
S.A. Tr.	2229
N.E.	45-91
APPROVED A/W COPY	BY MG
JO	3122
DATE	3-29-55

The Grantor, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantors have executed this instrument this 19th day of April, 1955.

Witness:

W. J. Johnson
W. J. Johnson
W. J. Johnson

Signature of Grantor(s):

Earl R. Kunkel
Earl R. Kunkel
Joe R. Ojeda
Joe R. Ojeda
Evelyn P. Ojeda
Evelyn P. Ojeda

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On April 20, 1955
before me, the undersigned, a Notary Public in and for said County and said State, personally appeared W. J. Johnson
personally known to me to be the person whose name is subscribed to the within instrument, as a Witness thereto, who being by me duly sworn, deposes and says: That he resides in Los Angeles County and that he was present and saw Earl R. Kunkel, Joe R. Ojeda, and Evelyn P. Ojeda personally known to him to be the same persons described in and whose names are subscribed to the within and annexed instrument as parties therein, execute and deliver the same, and they acknowledged to said affiant that they executed the same and that said affiant subscribed his name thereto as a Witness.

WITNESS my hand and official seal.

(Seal) _____
Notary Public in and for all Counties and State of California
My Comm. Expires June 17 1963

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
SOUTHERN CALIF. EDISON CO.
BOOK 3037 PAGE 117
APR 20 1955
AT 46 MIN. PAST 10 A.M.
OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
County of Orange
1955 COUNTY RECORDER

(Witness)

(ITEM 7)

FILED
July 26, 1955
B. J. SMITH
COUNTY CLERK

99617

RESOLUTION OF THE BOARD OF
SUPERVISORS OF ORANGE COUNTY,
CALIFORNIA

July 26, 1955.

On motion of Supervisor Kaiser, duly seconded and carried, the following Resolution was adopted:

BE IT RESOLVED that Deed of Right of Way for Harbor Boulevard, dated July 12, 1955, from Virginia M. Campbell, Grantor, to the County of Orange be and the same is hereby accepted and ordered recorded.

AYES: SUPERVISORS HEINZ KAISER, C.M. FEATHERLY, RALPH J. MCFADDEN,
WM. H. HIRSTEIN AND WILLIS H. WARNER

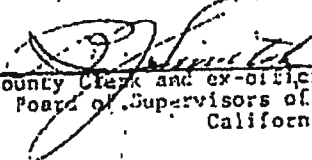
NOES: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss.

I, B. J. SMITH, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the 26th day of July, 1955, and passed by a unanimous vote of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of July, 1955.


County Clerk and ex-officio Clerk of the
Board of Supervisors of Orange County,
California

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ORIGINAL

BAKER

8-15-55

FILED

BOOK 3174 PAGE 570

DEED OF RIGHT-OF-WAY
HARBOR BOULEVARD

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss

WHEREAS, it is the intention of the Board of Supervisors of Orange County, California, to widen a portion of that certain highway commonly known as HARBOR BOULEVARD, in the Second Road District, and

WHEREAS, the necessary Right of Way for said widening is more particularly described as follows, to-wit:

new # 49

The West ninety-five (95) feet of the following described property:

The North 45 feet of the South 200 feet of the West 400 feet of the North one-half (N 1/2) of the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of the Northeast one-quarter (NE 1/4) of section 34 T 4 S, R 10 W, in the Rancho Las Bolsas, in the County of Orange, State of California as per Book 51, page 10 of Miscellaneous Maps in the office of the County Recorder of said County.

All as shown on the accompanying Map which is attached hereto and made a part hereof.

Jolo - 141

NOW, THEREFORE, in consideration of the widening of said highway as above described, and of the benefits to accrue to us and each of us, by such widening, we the undersigned, owners, occupants and claimants of land required for highway purposes on the line of the foregoing designated route, hereby signify our approval of the widening of said highway, and do hereby consent thereto; and do hereby grant and dedicate an easement in the lands belonging to us, and each of us, so far as the same may be required for such highway, to said Orange County, to that purpose, and for the use of such highway, and we hereby waive all claim for damages for and on account of the same.

8-9-55

M

ORIGINAL

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IN WITNESS WHEREOF, we have hereunto set our hands and seals this

12 day of July, 1955.

Virginia M. Campbell

County of ORANGE, State of CALIFORNIA.

On this 12th day of July, 1955, before me, a Notary Public in and for said County and State, personally appeared Virginia M. Campbell

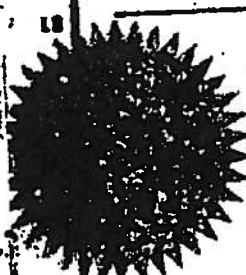
to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

Notary Public in and for said County and State

My Commission Expires July 1, 1958



RECORDED AT REQUEST OF
CO. OF PRASCO
BOOK 3174 PAGE 569
AUG 15 1955
AT THE PUBLIC OFFICE OF
COUNTY RECORDER
70

71082

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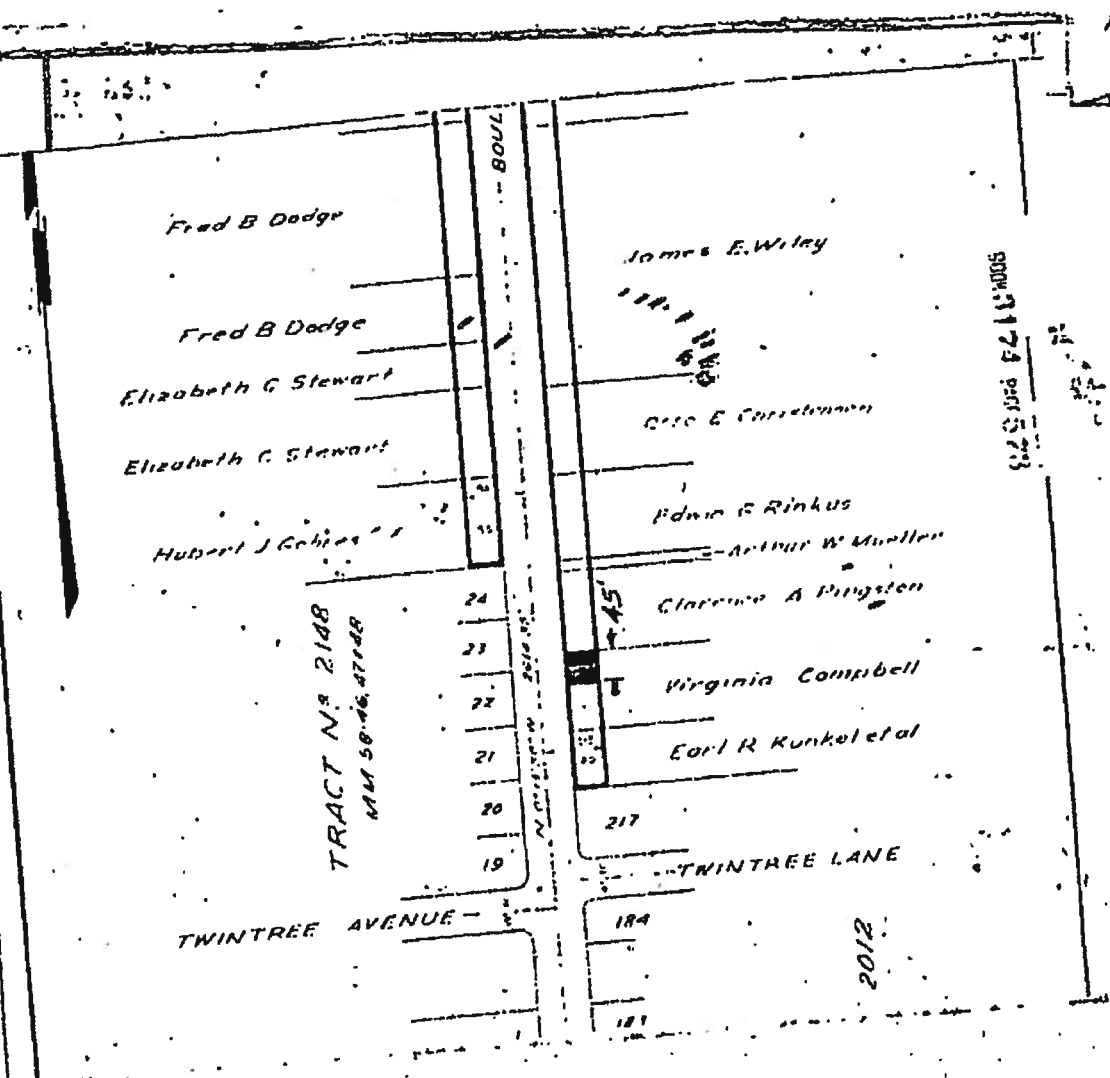
ORIGINAL
PAGES

5-15-55

M

ORIGINAL

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SENT TO
City Clerk
11391 Acacia St.
Garden Grove, Calif. 92640

8193 441

4444

(ITEM 7)

RESOLUTION NO. 3298-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDEN GROVE VACATING
EASEMENT FOR PORTION OF HARBOR BOULEVARD.

WHEREAS, the City of Garden Grove has been petitioned and is
desirous of abandoning a portion of Harbor Boulevard and the subject abandon-
ment requests vacation thereof; and

WHEREAS, subject street does not now serve any properties and is
not necessary for the promotion of the public health, safety and general welfare;
and

WHEREAS, the City Council at its meeting held February 28, 1967,
after public hearing duly held, gave due and careful consideration to the abandon-
ment of a portion of Harbor Boulevard in the City of Garden Grove described herein;

IT IS NOW THEREFORE RESOLVED AS FOLLOWS:

That the City Council of the City of Garden Grove does hereby vacate
and abandon a portion of Harbor Boulevard more particularly described as follows:

The easterly 35 feet of that portion of Harbor Boulevard
described in Deed to County of Orange recorded as
Document No. 99617 on August 15, 1955, in Book 3174,
Page 570, of Official Records in the Office of the Re-
corder of the County of Orange.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GARDEN GROVE

this 28th day of February, 1967, by the following vote, to wit:

AYES: COUNCILMEN: BALLARD, BARR, LAKE, SCHMIT, HONOLD

NOES: COUNCILMEN: NONE

ABSENT: COUNCILMEN: NONE

/s/ George B. Honold
MAYOR OF THE CITY OF GARDEN GROVE

ATTEST:

/s/ Gwen W. Lester
CITY CLERK OF THE CITY OF GARDEN GROVE

RECORDED AT REQUEST OF CITY OF GARDEN GROVE IN OFFICIAL RECORDS OF ORANGE COUNTY, CALIF. 9:05 AM MAR 21 1967 L. WYLIE CARLYLE, County Recorder

FREE

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS:
CITY OF GARDEN GROVE)

I, GWEN WIESNER, City Clerk of Garden Grove, do hereby certify that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council of Garden Grove held February 28, 1967.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Garden Grove this 28th day of February, 1967.

/s/ Gwen Wiesner

CITY CLERK OF THE CITY OF GARDEN GROVE

and correct copy of the

March 7 1967

Gwen Wiesner

(ITEM 8)

BOOK 5206 PAGE 459

BOOK 5206 PAGE 459

RECORDING REQUESTED BY
City of Garden Grove

70304

RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
9:05 AM APR 21 1960
RUBY McFARLAND, County Recorder

FREE

WHEN RECORDED MAIL TO
City Clerk, City of Garden Grove
P.O. Box 157
Garden Grove, Calif.

SPACE ABOVE THIS LINE FOR RECORDERS USE

APR 21 1960

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

DESCRIPTION TAX
CHECKED BY HED
APPROVED
PLOTTED
ATLAS

EASEMENT
GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
EARL R. KUNKEL, a married man as his sole and separate property as to an undivided
1/2 interest and JOE R. OJEDA AND EVELYN P. OJEDA, husband and wife as joint
tenants, as to an undivided 1/2 interest

do hereby
GRANT to THE CITY OF GARDEN GROVE, a municipal corporation, a perpetual easement
and right of way for street and highway purposes in on and over

the real property in the CITY OF GARDEN GROVE County of Orange,
State of California, described as:

THE WEST 60 FEET OF THE SOUTH 84 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE
SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE
10 WEST AS SHOWN ON SECTIONALIZED SURVEY MAP, RECORDED IN BOOK 51 PAGE 10 OF
MISCELLANEOUS MAPS, RECORDS OF SAID COUNTY.

7-12-141 X

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THIS EASEMENT GRANT DEED DATED
February 18, 1960 FROM Earl R. Kunkel, Joe R. Ojeda and Evelyn P. Ojeda
TO THE CITY OF GARDEN GROVE, IS HEREBY ACCEPTED BY A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDEN GROVE ON April 5, 1960 AND THE COUNTY CLERK, BY DEPOSIT THEREOF BY ITS duly
AUTHORIZED OFFICER, April 5, 1960 CITY OF GARDEN GROVE
DATED: April 5, 1960 BY Leon Wiesner
CITY CLERK

Dated: February 18, 1960
STATE OF CALIFORNIA }
COUNTY OF ORANGE } ss
On February 18, 1960
before me, the undersigned a Notary Public in and for said
County and State personally appeared Earl R. Kunkel
Joe R. Ojeda and Evelyn P. Ojeda

Earl R. Kunkel
Joe R. Ojeda
Evelyn P. Ojeda

Witness my hand and office this 18th day of February 1960
Notary Public in and for said County and State

Order No _____
Escrow or Loan No _____

70305

(ITEM 9)

DESCRIPTION 1-1-1
CHECKED BY HPD
APPROVED _____
PLOTTED _____
ATLAS _____

PLACE INTERNAL REVENUE STAMPS IN THIS SPACE

EASEMENT
Grant Deed
(Individual)

I. R. S. I _____

APR 21 1960

GEORGE A. COCKRELL AND VERA M. COCKRELL, husband and wife as joint tenants

(GRANTOR - GRANTORS)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Does Hereby Grant To THE CITY OF GARDEN GROVE, a municipal corporation, a

perpetual easement and right of way for street and highway purposes in on and over

the real property in the CITY OF GARDEN GROVE

County of ORANGE State of California, described as follows:

THE WEST 60 FEET OF THE SOUTH 200 FEET OF THE NORTH HALF OF THE NORTH
HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34,
TOWNSHIP 4 SOUTH, RANGE 10 WEST AS SHOWN ON A SECTIONALIZED SURVEY
MAP RECORDED IN BOOK 51 PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF
SAID COUNTY, BEING A PORTION OF THE RANCHO LAS BOLSAS.

EXCEPTING THEREFROM THE NORTH 45 FEET.

ALSO, EXCEPTING THEREFROM THE SOUTH 84 FEET.

Ids - 141

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THIS EASEMENT GRANT DEED DATED
March 21, 1960 by George A. Cockrell and Vera M. Cockrell
TO THE CITY OF GARDEN GROVE, IS HEREBY APPROVED BY ORDER OF THE CITY COUNCIL OF THE CITY OF GARDEN
GROVE ON April 5, 1960 AND THE GRANTOR CONSENTS TO RECOGNITION THEREOF BY ITS DULY
AUTHORIZED OFFICER.
DATED: April 5, 1960 BY Ruby McFarland
CITY CLERK

Dated: March 21, 1960

George A. Cockrell
Vera M. Cockrell

STATE OF CALIFORNIA
COUNTY OF }
Orange } SS

on March 21, 1960
before me, Edward B. Crocker
a Notary Public issued for said County and State, person-
ally appeared George A. Cockrell
Vera M. Cockrell

Known to me to be the persons whose names are
subscribed to the within instrument and acknowledged that
they executed the same

WITNESS my hand and official seal.

Edward B. Crocker
Notary Public in and for said County and State.

WHEN RECORDED, PLEASE MAIL THIS INSTRUMENT TO
City Clerk, City of Garden Grove
P.O. Box 157
Garden Grove, Calif.

ORDER No. _____ ESCROW No. _____
SPACE BELOW FOR RECORDER'S USE ONLY

BOOK 5206 PAGE 460

RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
9:05 AM APR 21 1960
RUBY McFARLAND, County Recorder

FREE

217

MAY 15 1963

12950

6549

(ITEM 10)

12950 in 879

RECORDING REQUESTED BY:
CITY OF GARDEN GROVE

12950

LAS-249,
Right of Way No. 026-6,
Project HARBOR BLVD. WIDENING,
Westminster Boulevard
to Chapman Avenue.

RETURN TO: City of Garden Grove - City Clerk
11391 Acacia St.
Garden Grove, Calif.

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, (1. 1963)

ARTHUR W. MUELLER, ~~husband~~ and
husband and wife, ~~and~~ MARION F. MUELLER
grant and convey to City of Garden Grove a perpetual easement and right of way for
Street and Highway purposes in, on and over that real property situated in the County of Orange
State of California, described as follows:

Easement with 48

The West 50 feet of the North 12 feet
of the North half of the North half of
the Southwest quarter of the Northeast
quarter of Section 34, Township 4 South,
Range 10 West, as shown on a sectionalized
survey map recorded in Book 51, page 10
of Miscellaneous Maps, records of said
County.

936

Approved as to Title
by the
Recorder

Approved as to Description
by the
Recorder

Job - 141 X
shel

47
419:00
25 00
11:00
10:00
9:00

It is understood that the grantor grant only that portion of the above described land in which
he has an interest.

Dated March 20 - 1963
April 11 - 1963

Arthur W. Mueller
Marion F. Mueller

(Individual)
STATE OF CALIFORNIA
COUNTY OF ORANGE
On March 20, 1963 before me, the under-
signed, a Notary Public in and for said County and State, personally
appeared ARTHUR W. MUELLER

I know to me
to be the person whose name is subscribed to the within
instrument and acknowledged that he subscribed the same.
WITNESS my hand and official seal.
Clifford M. Carter
Notary Public in and for said County and State
177 5-10
CLIFFORD CARTER

This Space for County Recorder's Use Only
RECORDED AT REQUEST OF
CITY OF GARDEN GROVE
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
FREE MAY 15 1963
RUBY McFARLAND, County Recorder

MAY 15 1963

12950

M

BOOK 6549 PAGE 879

RECORDING REQUESTED BY:
CITY OF GARDEN GROVE

12950

LAS-249
Right of Way No. 025-5
Project HARBOR BLVD. WESTING,
Westminster Boulevard,
to Chapman Avenue.

RETURN TO: City of Garden Grove - City Clerk
11391 Acacia St.
Garden Grove, Calif.

EASEMENT DEED

BOOK 6549 PAGE 880
This is to certify that the
interest in real property conveyed by
the deed or grant dated March 20 and
April 11, 1963, to the City of Garden
Grove, a Municipal Corporation, is hereby
accepted by order of the City Council on
May 7, 1963, and
the grantee hereby consents to recordation
by its duly authorized officer.

Dated May 7, 1963

By Ruby K. Quinn
Deputy City Clerk Pro Tem

STATE OF CALIFORNIA
COUNTY OF ORANGE

On April 11, 1963

before me, the undersigned, a Notary Public in and for said
County and State, personally appeared
MARION F. MUELLER

known to me to be the person whose name is
subscribed to the within instrument and acknowledged that

she executed the same.
WITNESS my hand and official seal
(Seal) Charles M. Carter
Notary Public for the State of California

DEC 31 1964

27864

M

(ITEM 11)

DEED

27864

EARL R. KUNKEL and PATRICIA KUNKEL,
husband and wife; JOE R. OJEDA and
EVELYN P. OJEDA, husband and wife,

97C 7366 REC 683

RECORDED AT REQUEST OF
SECURITY TITLE INC. CO.
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
EOLIM DEC 31 1964
L. WYLIE CARLILE, County Recorder

\$2.00

hereby grants to

ANDY MARRALE, a ^{Widower} ~~single man~~ and
SALVATORE J. D'AGOSTINO, a married man,
their successors and assigns,

a permanent easement over and across the following described real property in
the State of California, County of Orange, described as:

The North 10.00 feet of the South 84.00 feet
of the West 210.00 feet of the North half
of the North half of the Southwest quarter
of the Northeast quarter of Section 34, Town-
ship 4 South, Range 10 West, in the Rancho
Las Bolsas, City of Garden Grove, as shown
on a map thereof, recorded in Book 51, Page
10, et seq., Miscellaneous Maps, records of
said Orange County

cont #121

for the purpose of ingress and egress. Said easement is for the benefit of and
appurtenant to the property hereinafter described and shall inure to the benefit of
and may be used by all persons who may hereafter become the owner of said
appurtenant property or any part or portion thereof. Said real property being
situated in the State of California, County of Orange, described as:

The South 200.00 feet of the West 400.00 feet of the
North half of the North half of the Southwest quarter
of the Northeast quarter of Section 34, Township 4
South, Range 10 West, in the Rancho Las Bolsas,
City of Garden Grove, as shown on a map thereof,
recorded in Book 51, Page 10, et seq., Miscellaneous
Maps, records of said Orange County;

cont Appurtenant #176

Excepting therefrom the North 45.00 feet thereof;

Lds - 141

Also excepting therefrom the South 84.00 feet thereof.

Earl R. Kunkel
Earl R. Kunkel
Patricia Kunkel
Patricia Kunkel
Joe R. Ojeda
Joe R. Ojeda
Evelyn P. Ojeda
Evelyn P. Ojeda

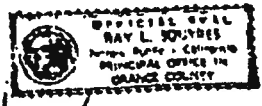
When Recorded Please Mail To
CROCKER-CITIZENS NATIONAL BANK
13129 Harbor Boulevard
Orange, California

State of California)
County of Orange) ss.

§ 7366 sub 684

On Dec 22nd, 1964 before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Earl R. Kunkel and Patricia Kunkel, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



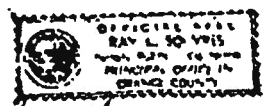
(Seal)

Ray L. Soydes
Notary Public in and for
said County and State

State of California)
County of Orange) ss.

On Dec 22nd, 1964 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joe R. Ojeda and Evelyn P. Ojeda, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.



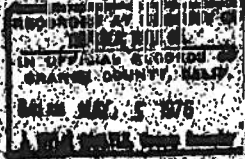
(Seal)

Ray L. Soydes
Notary Public in and for
said County and State

WILSON 488
CIVIL SERVICE
1224 Harbor Blvd.
Garden Grove, Ca. 92640

4/19

\$4.00



A G R E E M E N T

This Agreement made and entered into this 19th day of April, 1976, by and between SILVIO FIORENTIN and EMILIA FIORENTIN, husband and wife, (hereinafter called "FIORENTIN") and JOE R. DJEDA and EVELYN P. DJEDA, as Trustees under Declaration of Trust dated August 7, 1968, and EARL R. KUNKEL, a married man, (hereinafter called "DJEDA").

WITNESSETH

WHEREAS, "DJEDA" is the owner of that certain real property situated in the State of California, County of Orange, described as:

The South 84.00 feet of the West 400.00 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 34, Township 4 South, Range 10 West in the Rancho Las Bolsas, City of Garden Grove, as shown on a map thereof recorded in Book 51, Page 10, et seq., Miscellaneous Maps, records of said Orange County, California, and

WHEREAS, "DJEDA" has executed a deed of easement over and across ten feet of the above described real property to the benefit of the below described real property:

The South 200.00 feet of the West 400.00 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 34, Township 4 South, Range 10 West, in the Rancho Las Bolsas, City of Garden Grove, as shown on a map thereof, recorded in Book 51, Page 10, et seq., Miscellaneous Maps, records of said Orange County, Excepting therefrom the North 45.00 feet thereof, Also excepting therefrom the South 84.00 feet thereof, and

WHEREAS, "FIORENTIN" is the owner of said real property benefiting from the above described easement, "FIORENTIN" and their assigns agree to pay the costs and expenses of maintaining said easement in repair for the period commencing herein until said easement is terminated or abandoned.

Dated: April 29, 1976

Silvio Fiorentin
Silvio Fiorentin
Emilia Fiorentin
Emilia Fiorentin

Lueder and Roar
ATTORNEYS-AT-LAW
608 WEST LINCOLN AVENUE
ANAHEIM, CALIFORNIA 92805
Area Code 714
776-8800

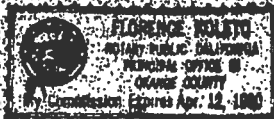
K117276 457

STATE OF CALIFORNIA

COUNTY OF ORANGE

On April 29, 1976, before me, the undersigned, a Notary Public, in and for said County and State, personally appeared SILVIO FLORENTIN and EMILIA FLORENTIN, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they have executed the same.

WITNESS my hand and official seal.



Florence Rolito
Notary Public in and for
said County and State.

Lauder and Roten
ATTORNEYS AT LAW
600 WEST LINCOLN AVENUE
ANAHEIM, CALIFORNIA 92805
Area Code 714
778-2222



(ITEM 12)

05882

CONSIDERATION LESS THAN \$100
 DEED
 COUNTY OF ORANGE, CALIFORNIA

RECORDED
 APR 22 1976

SILVIO FIORENTIN and EMILIA FIORENTIN, husband and wife, hereby grant to JOE R. OJEDA and EVELYN P. OJEDA, as Trustees under Declaration of Trust dated August 7, 1968, and EARL R. KUNKEL, their successors, and assigns a permanent easement, over and across the following real property, in the State of California, County of Orange, described as:

The South 5.00 feet of the West 210.00 feet of the following described lands:

The South 200.00 feet of the West 400.00 feet of the North one-half of the North one-half of the Southeast quarter of the Northeast quarter of Section 34, Township 4 South, Range 10 West, in the Rancho Las Bolsas, City of Garden Grove, as shown on a map thereof, recorded in Book 57, Page 20 et seq., Miscellaneous Maps, records of said Orange County.

Excepting therefrom the North 45.00 feet thereof.

Also excepting therefrom the South 84.00 feet thereof

for the purpose of ingress and egress. Said easement is for the benefit of and appurtenant to the property hereinafter described and shall inure to the benefit of and may be used by all persons who may hereafter become the owner of said appurtenant property or any part or portions thereof. Said real property being described as follows:

The South 84.00 feet of the West 400.00 feet of the North half of the North half of the Southwest quarter of the Northeast quarter of Section 34, Township 4 South, Range 10 West, in the Rancho Las Bolsas, City of Garden Grove, as shown on a map thereof recorded in Book 57, Page 19 et seq., Miscellaneous Maps, records of said Orange County, California.

Grantors and their assigns agree to pay the costs and expenses of maintaining said easement in repair for the period commencing herein until said easement is terminated or abandoned.

Dated: April 29, 1976

Silvio Fiorentin
 SILVIO FIORENTIN

Emilia Fiorentin
 EMILIA FIORENTIN

Lender and Refr
 APPROVED BY THE
 COUNTY CLERK OF ORANGE COUNTY
 CALIFORNIA

STATE OF CALIFORNIA
COUNTY OF ORANGE

On April 23, 1976, before me, the
undersigned, a Notary Public, in and for said County and State,
personally appeared SILVIO FIORENTIN and EMILIA FIORENTIN, known
to me to be the persons whose names are subscribed to the within
instrument and acknowledged that they have executed the same.

WITNESS my hand and official seal.



Florence Koleto
Notary Public in and for said
County and State.

Attorney at Law
200 WEST CHERRY AVENUE
ORANGE, CALIFORNIA 92668
Area Code 714
778-2890

RECORDING REQUESTED BY
MICHAEL ORDINO
 Southern California Edison Company

87-656163

(ITEM 13)

RECORDED IN OFFICIAL RECORDS
 OF ORANGE COUNTY, CALIFORNIA

WHEN RECORDED MAIL TO

-9:25 AM NOV 23 '87

Southern California Edison Company

REAL PROPERTIES DEPARTMENT
 P. O. BOX 2217
 FULLERTON, CALIFORNIA 92633

\$5.00
 C-8

Lee A. Branch COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RM203 REV 6/83 1297d

GRANT OF EASEMENT
 CITY OF GARDEN GROVE (Individual)

DISTRICT	WORK ORDER	IDENTITY	MAP SHEET
CENTRAL ORANGE COUNTY	6420-6260	P-6201	45-91
	Approved Real Properties Department	BY	DATE
		JOB/DATE	4/2/87

TOM D. BOWEN and JERRY LEE BOWEN, (hereinafter referred to as "Grantors"), hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Orange, State of California, described as follows:

The northerly 5 feet of westerly 87 feet of the West 400 feet of North half of North half of southwest quarter of northeast quarter of Section 34, Township 4 South, Range 10 West, in the Rancho Las Bolsas, as per map recorded in Book 51, page 10 of Miscellaneous Maps, records of said County.

Grantors agree for themselves, their heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantors, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 1 day of OCT, 1987

Tom D. Bowen
 TOM D. BOWEN

Jerry Lee Bowen
 JERRY LEE BOWEN

WITNESS

GRANTORS

STATE OF ~~CALIFORNIA~~ IOWA)
) ss.
 COUNTY OF WINNEBAGO)

On October 1, 1987, before me, a Notary Public in and for said State, personally appeared TOM D. BOWEN, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

John C. Swanson

My Commission Expires: September 26, 1990

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Orange)

On October 5, 1987, before me, a Notary Public in and for said State, personally appeared JERRY LEE BOWEN, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

Clair P. Altmann



DOCUMENT NOT A REPRESENTATION OF THE STATE OF CALIFORNIA
 CONSIDERATION LESS THAN \$100.00
 JERRY LEE BOWEN
 SO. CALIF. EDISON CO.
 THE OFFICIAL SEAL OF THE STATE OF CALIFORNIA
 JOHN BAKER

CE0057-F(1-79)
RECORDED AT REQUEST OF

THIS BOX FOR RECORDER'S USE

\$7.00
C7

Recorded at the request of
FIRST AMER. TITLE INS. CO.
8:50 APR 6 1989
A.M. Official Records
Orange County, California
See A Branch Record

WHEN RECORDED RETURN TO

Pacific Bell
Right of Way Office
3939 E. Coronado St., 1st Flr
Anaheim, Calif. 92807

NO CONSIDERATION

NO DOCUMENTARY TRANSFER TAX DUE.

BY *V. Becker*
PACIFIC BELL AGENT

Orange

NE 1/4, Sec. 34, T4S, R10W
CA(29)1202R-Case E Pg. 1 of 2

GRANT OF EASEMENT

The undersigned Grantor(s) hereby grant(s) to Pacific Bell, Grantee, its successors and assigns an easement to construct and maintain (place, operate, inspect, repair, replace and remove) such aerial and underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of poles, anchors, guys, cables, wires, crossarms, conduits, manholes, handholes, markers, pedestals, terminal equipment cabinets, electrical conductors and necessary fixtures and appurtenances in, over, under and upon that certain real property in the City of Garden Grove, County of Orange, State of California, described as:

W-927011

That portion of the North 1/2 of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 4 South, Range 10 West, S.B.M., described in Deed filed for record as Document No. 85-357479 on the 19th day of September, 1985 of Official Records, in the Office of the County Recorder of Orange County.

The above-described easement shall be located on the southerly five (5) feet of the westerly fifty (50) feet of Parcel D of said Deed.

3/2/89

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor(s) also grant(s) to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said facilities. Grantee shall be responsible for damage caused intentionally or by any negligent act or omission of Grantee, its agents or employees while exercising the rights granted herein.

Executed this 10th day of Feb. 1989

CHARLES WINFIELD AND JEAN K. WINFIELD
CO-TRUSTEES OF THE "CHARLES AND JEAN WINFIELD FAMILY TRUST" DATED
SEPTEMBER 3, 1987.

Charles Winfield

Jean K. Winfield

*Deception Correct
Ownership and Power*

~~THIS SPACE FOR~~
~~ACKNOWLEDGEMENT FORM~~
SEE PAGE 2 OF 2 FOR
ACKNOWLEDGEMENT

Accomodatio

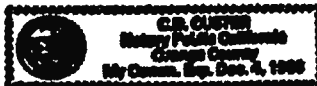
89-179424

PACIFIC BELL
PAGE 2 of 2
CA(29) 1202R-CASE E

STATE OF CALIFORNIA) ss.
COUNTY OF ORANGE)

On this 10th day of February, 1989, before me
C.D. Custer a Notary Public of the
State of California, personally appeared Charles Winfield and
Jean K. Winfield, personally known to me or
proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) are subscribed to the within instrument as
the Trustees of the Charles and Jean Winfield Family Trust
and acknowledged to me that they executed the same as said
Trustees.

WITNESS MY HAND AND OFFICIAL SEAL.



C.D. Custer

Notary Public in and for said State

GOVERNMENT CODE 27361.7

I certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary C.D. CUSTER

Date Commission Expires DEC. 4, 1989

County where bond is filed Orange

Place of execution Anaheim, Cal. Date 03/30/1989
Signature Jerry L. Bell (Pacific Bell)
Signature (if from same if any)

(ITEM 15)

DEED OF TRUST

RECORDING REQUESTED BY:
WESTERN RESOURCES TITLE COMMERCIAL DIVISION

RECORDING REQUESTED BY
Western Resources Title
625 The City Drive, Suite 150
Orange, CA 92868

Recorded in Official Records, Orange County

Tom Daly, Clerk-Recorder



27.00

AND WHEN RECORDED MAIL TO
Richard Kil and Yong Hui Kil
3850 Tiffany Lane
Torrance, CA 90505

2010000508665 08:00am 10/08/10

65 404 D11 7

0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00

15828

DEED OF TRUST WITH ASSIGNMENT OF RENTS

This **DEED OF TRUST WITH ASSIGNMENT OF RENTS** is made as of 10-05-, 2010, by and among **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, herein called **TRUSTOR**, whose address is 11222 Acacia Parkway, Garden Grove, California 92840, **WESTERN RESOURCES TITLE**, a California corporation, herein called **TRUSTEE**, and **RICHARD KIL and YONG HUI KIL**, husband and wife, as joint tenants, herein called **BENEFICIARY**. Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property located in the City of Garden Grove, County of Orange, State of California, described in Schedule 1 attached hereto and incorporated herein, together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

This Deed of Trust is executed and delivered for the purpose of securing: (1) payment of the sum of Two Million, Five Hundred Thousand Dollars (\$2,500,000), with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amsdor	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-387B	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	583
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	308	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Monterey	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Napa	357	239	Santa Clara	6626	664	Yuba	769	16
Imperial	1189	701	Nevada	704	742	Santa Cruz	1638	607		398	693
Inyo	165	672	Orange	363	94	Shasta	800	633			
Kern	3756	690		7182	18	San Diego Series 5 Book 1964, Page 149774					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties) are reprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT,**
a public body corporate and politic

By: Matthew Fetal
Matthew Fetal, Agency Director

ATTEST:

Patricia Bauer
Agency Secretary

LEGAL DESCRIPTION

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

HAS BEEN INTENTIONALLY OMITTED.

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LAS BOLSAS AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

THE NORTH 45 FEET OF THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY;

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE OPERATION AND MAINTENANCE OF WATER PIPE LINES OVER THE EAST 6 FEET OF SAID WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA. EXCEPT THEREFROM THE NORTH 12 FEET. ALSO EXCEPTING THE SOUTH 200 FEET THEREOF.

PARCEL 5:

THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF

CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXCEPT THE NORTH 45 FEET THEREOF;

ALSO EXCEPT THEREFROM THE SOUTH 84 FEET THEREOF;

PARCEL 6:

THE SOUTH 84 FEET OF THE WEST 400 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 10 ET SEQ., OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

APN: 231-521-03, 231-521-04 & 05

STATE OF CALIFORNIA)
) ss
COUNTY OF Orange)

On October 5, 2010, before me, Allison Mills, Notary Public,
personally appeared

Matthew Fertal, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

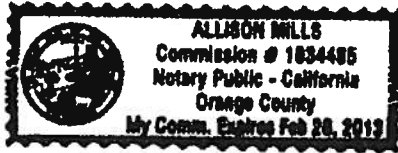
I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Allison Mills

Notary Public

[SEAL]



STATE OF CALIFORNIA)
) ss
COUNTY OF _____)

On _____, before me, _____, Notary Public,
personally appeared

_____, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

Witness my hand and official seal.

Notary Public

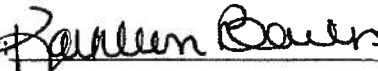
[SEAL]

**CERTIFICATE OF ACCEPTANCE
(Deed of Trust)**

This is to certify that the interest in real property conveyed by the foregoing Deed of Trust dated 10-05, 2010, executed by **RICHARD KIL** and **YONG HUI KIL**, husband and wife, as joint tenants, for the benefit of the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic ("Agency"), is hereby accepted by the undersigned officer on behalf of Agency pursuant to authority conferred by Resolution of the Agency adopted on July 17, 1978, and Agency consents to recordation thereof by its duly authorized officer.

Dated: 10/6/10

**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT,**
a public body, corporate and politic

By: 

Secretary of the Garden Grove Agency for
Community Development

Government Code 27361.7

I certify under the penalty of perjury that the notary seal on this document reads as follows:

Name of Notary: Allison Mills

Commission No.: 1834485

County where bond is Orange

Date commission Expires: Feb. 28, 2013

Manufacturer/Vendor No.: NNA 1


I certify under penalty of perjury that the illegible portion of the document to which this statement is attached reads as follows:

“”

Place of execution – Orange, CA

Date - October 4, 2010

BY:


Western Resources Title Company

(ITEM 16) ✓

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

WHEN RECORDED MAIL TO:

NO FEE
2011000124343 8:29 am 03/09/11
62 417 D11 A36 A04 7
0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00

City of Garden Grove
11222 Acacia Parkway
Garden Grove, California 92842
Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
(This document is exempt from the payment of a recording fee pursuant to Government Code Section 27383.)

APN: 231-521-03,04,05

**DEED OF TRUST WITH ASSIGNMENT OF RENTS
(SHORT FORM)**

This **DEED OF TRUST** is made as of March 8, 2011 between the **GARDEN GROVE AGENCY FOR COMMUNITY DEVELOPMENT**, a public body, corporate and politic herein called **TRUSTOR** or **AGENCY**, whose address is 11222 Acacia Parkway, Garden Grove, California 92842, **STEWART TITLE OF CALIFORNIA**, herein called **TRUSTEE**, and the **CITY OF GARDEN GROVE**, a charter city herein called **BENEFICIARY** or **CITY**.

3T
7P
NK
1K

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Garden Grove, County of Orange, State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) repayment under that certain Amended and Restated Cooperation Agreement more particularly described below, executed by and between the Agency and the City dated as of March 8, 2011 (the "Agreement"; a copy of the Agreement is on file with the Beneficiary as a public record). All capitalized terms not defined herein shall have the meanings established therefore under the Agreement unless the context requires otherwise. This Deed of Trust secures payment by Agency to City under the Agreement, as to the Base Amount, together with interest as provided under the Agreement, (2) the performance by Agency under the Agreement and under each agreement of Trustor incorporated by reference or contained herein, and (3) payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his/her successors or assigns, or may otherwise become due hereunder.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
McFarlane	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	S. Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	S. Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Merced	667	99	S. Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Modoc	1660	753	S. Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Mono	191	93	San Mateo	4778	175	Tuolumne	177	160
Gileen	469	76	Monterey	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Napa	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Nevada	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Orange	363	94	Shasta	800	633			
Kern	3756	690		7182	18	San Diego	1964	149774			
						Series 5					

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him/her at his/her address hereinbefore set forth.

**GARDEN GROVE AGENCY FOR
COMMUNITY DEVELOPMENT**, a public body,
corporate and politic

By: Matthew Ferial
Director

Attest:

Kathleen Bains
Agency Secretary

STATE OF CALIFORNIA)

COUNTY OF Orange)

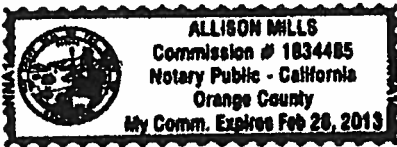
) ss.
)

On March 8, 2011, before me, Allison Mills, Notary Public,
(Print Name of Notary Public)

personally appeared Matthew Fertal

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Allison Mills
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title Or Type Of Document

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number Of Pages

Signer is representing:
Name Of Person(s) Or Entity(ies)

Date Of Documents

Signer(s) Other Than Named Above

EXHIBIT "A" TO DEED OF TRUST

LEGAL DESCRIPTION

PARCEL 1:

HAS BEEN INTENTIONALLY OMITTED:

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LAS BOLSAS AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

THE NORTH 45 FEET OF THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE OPERATION AND MAINTENANCE OF WATER PIPE LINES OVER THE EAST 6 FEET OF SAID WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THEREFROM THE NORTH 12 FEET.

ALSO EXCEPTING THE SOUTH 200 FEET THEREOF.

PARCEL 5:

THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN

THE CITY OF GARDEN GROVE, COUNTY OF ORANVGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7 ET ESQ., MISCELLANCEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXECEPT THE NORTH 45 FEET THEREOF;

ALSO EXCEPT THEREFROM THE SOUTH 84 FEEET THEREOF;

PARCEL 6:

THE SOUTH 84 FEET OF THE WEST 400 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNESHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCO LAS BOLSAS AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 10 ET SEQ., OF MISCELLANEIOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

APN: 231-521-03,04,05

EXHIBIT C-2
TO ATTACHMENT NO. 5

(Lower Income)
DOCSOC/1471030v3/022012-0001

CERTIFICATE OF ACCEPTANCE

This is to certify that the fee interest in real property conveyed under the foregoing deed of trust by the Garden Grove Agency for Community Development, a public body, corporate and politic, to the City of Garden Grove, as to the following property:

Real property in the City of Garden Grove, County of Orange, State of California, described as follows:

PARCEL 1:

HAS BEEN INTENTIONALLY OMITTED:

PARCEL 2:

AN EASEMENT FOR INGRESS AND EGRESS AND FOR PUBLIC UTILITIES OVER THE NORTH 12 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION THIRTY-FOUR, TOWNSHIP FOUR SOUTH, RANGE TEN WEST, IN THE RANCHO LAS BOLSAS AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 3:

THE NORTH 45 FEET OF THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTIN 34, IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7, ET SEQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA.

PARCEL 4:

A NON-EXCLUSIVE EASMENT FOR THE OPERATION ANF MAINTENANCE OF WATER PIPE LINES OVER THE EAST 6 FEET OF SAID WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHOL LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 51, PAGE 10 OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPT THEREFROM THE NORTH 12 FEET.

ALSO EXCEPTING THE SOUTH 200 FEET THEREOF.

**EXHIBIT C-3
TO ATTACHMENT NO. 5**

PARCEL 5:

THE SOUTH 200 FEET OF THE WEST 400 FEET OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 IN TOWNSHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCHO LAS BOLSAS, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANVGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 7 ET ESQ., MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

EXECEPT THE NORTH 45 FEET THEREOF;

ALSO EXCEPT THEREFROM THE SOUTH 84 FEEET THEREOF;

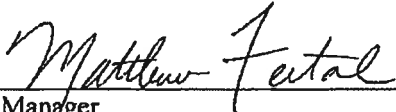
PARCEL 6:

THE SOUTH 84 FEET OF THE WEST 400 FEET OF THE NORTH ONE-HALF OF THE NORTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 34, TOWNESHIP 4 SOUTH, RANGE 10 WEST, IN THE RANCO LAS BOLSAS AS SHOWN ON A MAP THEREOF RECORDED IN BOOK 51, PAGE 10 ET SEQ., OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY.

APN: 231-521-03,04,05

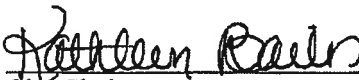
is hereby accepted by the City Manager of the City of Garden Grove on behalf of the City pursuant to authority conferred by action of the City Council on March 8, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

CITY OF GARDEN GROVE



City Manager

ATTEST:



City Clerk

EXHIBIT C-4
TO ATTACHMENT NO. 5

(Lower Income)
DOCSOC/1471030v3/022012-0001

47 (ITEM 6)

TRACT NO. 2012

IN UNINCORPORATED TERRITORY,
COUNTY OF ORANGE - STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF SOUTH 1/2 OF THE
NORTHEAST 1/4 OF SECTION 34, T.4 S., R. 10 W., ORANGE COUNTY,
STATE OF CALIFORNIA

CONSISTING OF THREE SHEETS

DECEMBER 1953

2834
ACCEPTED
AND
FILED
JAN 14 1954
LANCE CO. TITLE CO.
ORANGE COUNTY, CALIFORNIA

We, the undersigned, being all parties having any recordable interest in the land covered by this map do hereby consent to the preparation and recordation of said map, as shown within the blue colored border line and we hereby offer for dedication WILLWOOD AVENUE, WILKWOOD STREET, CHOISSEY ROAD, SUNDRIVE STREET, CITRUSWOOD AVENUE, TWINTREE LANE, FALLINGLEAF STREET, FIREBRAND STREET, CERTLEY DRIVE, HARBOR BOULEVARD, HASTER STREET, LAMPSON AVENUE and GREENTREE AVENUE for highway purposes. We also offer 'Lot A'; 'Lot B'; 'Lot C'; 'Lot D' and 'Lot E' for dedication, said dedications to become effective at such time as CHOISSEY ROAD, CERTLEY DRIVE, SUNDRIVE STREET, FALLINGLEAF STREET and FIREBRAND STREET are extended to the North, we also offer 'Lot F' for dedication, said dedication to become effective at such time as GREENTREE AVENUE is extended to the West.

I, Herbert W. Phillips, hereby certify that I am a Licensed Land Surveyor, No. 2782, of the State of California and that this map, consisting of three sheets, correctly represents a true and complete survey, made under my supervision in November 1953; that the monuments shown hereon will be placed not later than July 1, 1954; that their positions and character are correctly shown and that said monuments are sufficient to enable the survey to be retraced.

Herbert W. Phillips
Licensed Land Surveyor No. 2782

LAMPSON HOMES INC.
a corporation
James H. Phillips President
Herbert W. Phillips Secretary

State of California) ss.
County of Orange) ss.
I, L. H. Eckel, County Auditor of the said County of Orange, do hereby certify that, according to the records of my office, there are no liens against the land shown on this map, or any part thereof, for unpaid State or County taxes or special assessments collected as taxes.
Dated this 8th day of JANUARY, 1954

L. H. Eckel
L. H. Eckel, County Auditor
By E. J. Wooster
Deputy

I, W. K. Hilliard, County Surveyor of Orange County, California, do hereby certify that I have examined this map and have found it to be substantially the same as the tentative map as filed, amended and approved by the Orange County Planning Commission; that all provisions of the Subdivision Map Act and County subdivision regulations have been complied with, and I am satisfied said map is technically correct.
Dated this 11th day of JANUARY, 1954

W. K. Hilliard
County Surveyor

State of California) ss.
County of Orange) ss.
I, B. J. Smith, County Clerk of said County of Orange, do hereby certify that this map was presented for approval to the Board of Supervisors of said County of Orange at a regular meeting thereof held on the 12th day of JANUARY, 1954, and that thereupon said Board did by an order duly passed and entered approve said map and did accept on behalf of the public the offer of dedication of WILLWOOD AVENUE, WILKWOOD STREET, CHOISSEY ROAD, SUNDRIVE STREET, CITRUSWOOD AVENUE, TWINTREE LANE, FALLINGLEAF STREET, FIREBRAND STREET, CERTLEY DRIVE, HARBOR BOULEVARD, HASTER STREET, LAMPSON AVENUE and GREENTREE AVENUE as public highways.
Dated this 12th day of JANUARY, 1954

B. J. Smith
County Clerk and ex-officio Clerk of the Board of Supervisors

State of California) ss.
County of Los Angeles) ss.
On this 4th day of January, 1954, before me Evelyn M. Warren a Notary Public in and for said County and State, personally appeared James H. Phillips, known to me to be the President, and Herbert W. Phillips, known to me to be the Secretary of the corporation that executed the annexed instrument, and known to me to be the persons who executed the annexed instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.
Witness my hand and official seal.

Evelyn M. Warren
My Commission Expires May 16, 1955

State of California) ss.
County of Orange) ss.
I, B. J. Smith, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, do hereby certify to the County Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with, regarding deposits to secure the payment of Taxes and assessments on the land covered by this Map.
Dated this 12th day of JANUARY, 1954

B. J. Smith
County Clerk and ex-officio Clerk of the Board of Supervisors

In accordance with the provisions of Section 11587 of the Business and Professions Code, the signatures of the Southern California Edison Company, owner of easements as recorded in Book 1437 page 234 Official Records, Book 200 page 170 of Deeds, Document No. 14254 filed 10-14-46, Document No. 21837 filed 11-6-50 and Document No. 15394 filed 8-6-52, and the signatures of the Southern California Telephone Company, owner of easements as recorded in Book 1437 page 234 of Official Records and Document No. 14254 filed 10-14-46 were omitted.

In accordance with the provisions of Section 11587 of the Business and Professions Code, the signatures of Quinn Nichols, Ross Anna Nichols, Josephine Frank, Robert O. Nichols, Walter F. Nichols, and H. Johnson were omitted because their signatures are not of recordable type.

In accordance with the provisions of Section 11587 of the Business and Professions Code, the signatures of Dyke Water Company, a Corporation, owner of easements on water pipe lines is omitted.

55-46

ORIGINAL

5

SHEET 2 OF THREE SHEETS

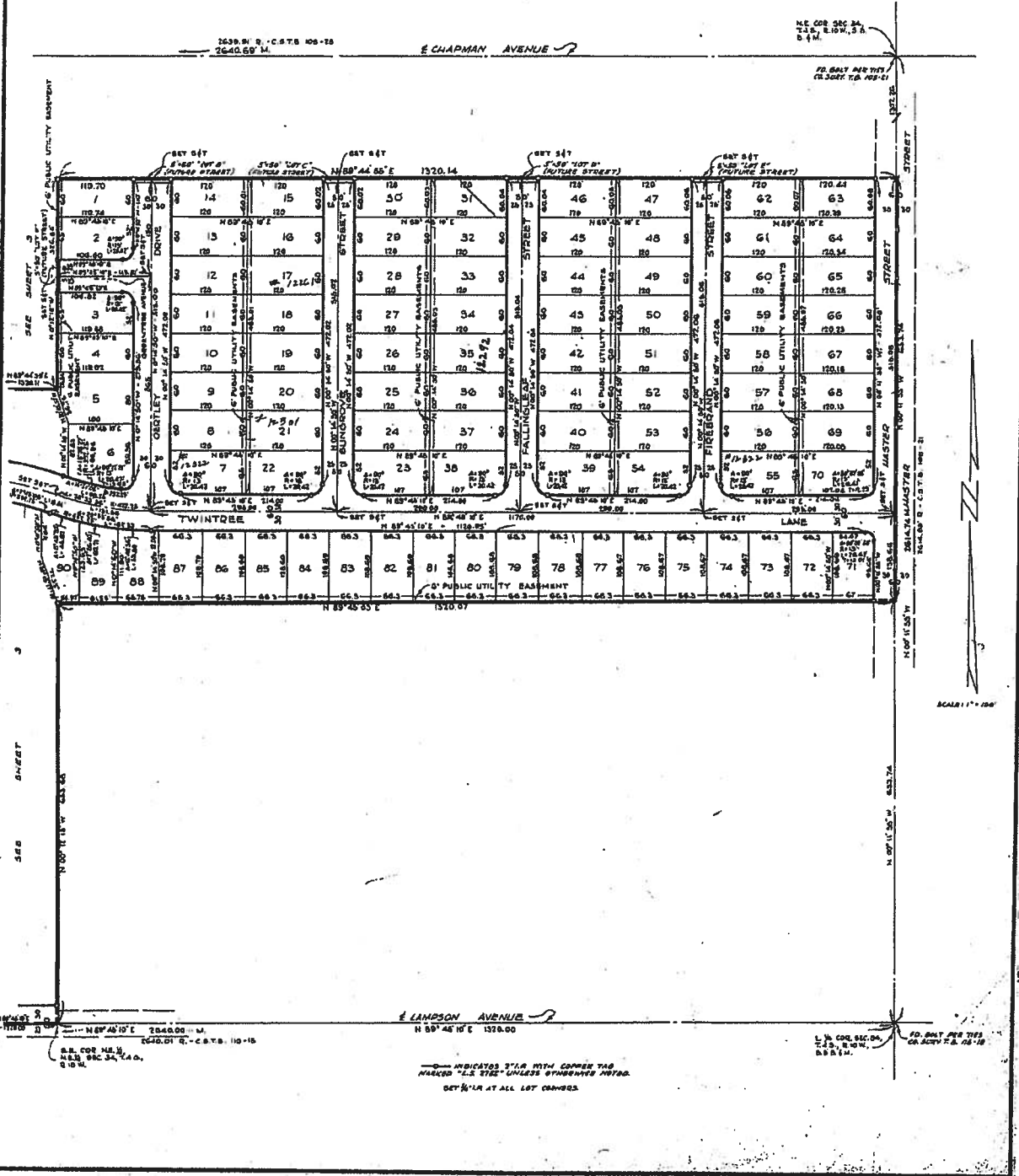
48

TRACT No 2012

IN UNINCORPORATED TERRITORY, ORANGE COUNTY, CALIF.
BEING A SUBDIVISION OF A PORTION OF THE 5 1/2 OF THE
NE 1/4 OF SECTION 34, T.4S., R.10 W., ORANGE COUNTY, CALIF.

MERBERT W. PHILLIPS
LIC-558 LAND SURVEYOR NO 2782
DECEMBER 1955

2834
**ACCEPTED
AND
FILED**
JAN 14, 1956
ORANGE CO. TOWN CO.
COUNTY CLERK
ORANGE COUNTY, CALIF.
M.E. 25



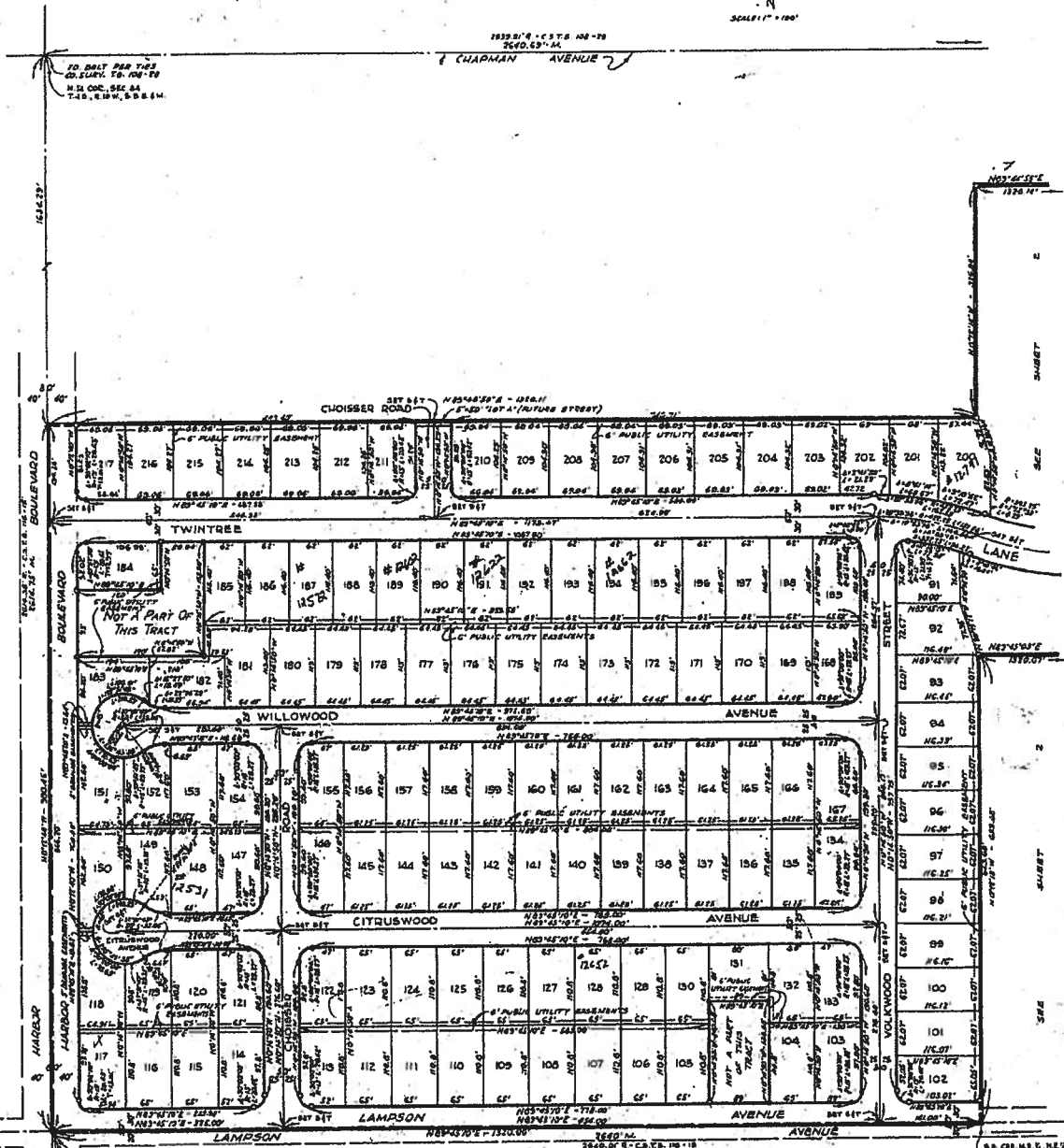
TRACT NO 2012

IN UNINCORPORATED TERRITORY, ORANGE COUNTY, CALIFORNIA
BEING A SUBDIVISION OF A PORTION OF THE S 1/2 OF THE NE 1/4
OF SECTION 34, T.4 S., R.10 W., ORANGE COUNTY, CALIFORNIA.

HERBERT W. PHILLIPS
LICENSED LAND SURVEYOR NO 2782
DECEMBER 1955

2834
**ACCEPTED
AND
FILED**
JAN 14 1956
COUNTY CLERK
ORANGE COUNTY, CALIFORNIA
GRANGE CO. TITLE CO.
ORANGE COUNTY REGISTER
11 5'

SCALE 1" = 100'



TO BOLT PER THE
ORIGINAL SURVEY
N 1/2 SEC. 34
T.4 S., R.10 W., S.B.S.M.

TO BOLT PER THE
ORIGINAL SURVEY
S 1/2 SEC. 34
T.4 S., R.10 W.

INDICATES E.A. WITH CORNER THE
MARKED "L.S. 1783" UNLESS OTHERWISE NOTED.
SET 1/4" AT ALL LOT CORNERS

THE BEARING OF 300°00'00" IS GIVEN FOR THE
E.A. BOLT STATION FOR TRACT NO. 1982, AND IS
NOT USED AS THE BASIS OF BEARING FOR THIS MAP.

TO BOLT PER THE
ORIGINAL SURVEY
S 1/2 SEC. 34
T.4 S., R.10 W.

(ITEM 7)

2667-2

CALIFORNIA EDISON COMPANY

2667 PAGE 2

GRANT OF EASEMENT (CORPORATION)

10341

LAMPSON HOMES, INC.

a corporation, organized under the laws of the State of California, and having its principal place of business at 2208 Beverly Boulevard, Los Angeles in said State, hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace, and/or remove, in, on and over the real property hereinafter described, situated in the County of ORANGE State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

- The West 6 feet of Lots 1 to 6, inclusive, 15 to 22, inclusive, 31 to 38, inclusive, 47 to 54, inclusive, 63 to 70, inclusive, and 103;
- The East 6 feet of Lots 7, to 14, inclusive, 23 to 30, inclusive, 39 to 46, inclusive, 55 to 62, inclusive, 93 to 102, inclusive, and 107;
- The Northeast 6 feet of Lots 92 and 200;
- The Southwest 6 feet of Lots 5 and 90;
- The North 6 feet of Lots 7, 22, 23, 38, 39, 54, 55, 70, 105, to 117, inclusive, 134 to 150, inclusive, 166 to 183, inclusive, and 200 to 217, inclusive;
- The South 6 feet of Lots 8, 21, 24, 37, 40, 53, 56, 69, 118 to 130, inclusive, 151 to 167, inclusive, and 185 to 199, inclusive;
- A 10-foot strip of land in Lot 181, the centerline of which is described as follows:

Beginning at a point in the West line of Lot 181 distant 41.60 feet Southerly measured thereon from the most Northwesterly corner of said Lot 181; thence, North-easterly in a straight line to a point in the North line of said Lot distant 30 feet Easterly measured thereon from said most Northwesterly corner.

- The East 30 feet of the North 2 feet of Lot 93;
- The East 30 feet of the South 2 feet of Lot 92;
- All in Tract No. 2012 as per map recorded in Book 55 of Miscellaneous Maps, pages 47, 45, and 49, records of said Orange County.

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, said LAMPSON HOMES, INC. has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary, thereunto duly authorized, this 1st day of February, 1954.

LAMPSON HOMES, INC. By: Kenneth A. Welch, President By: Robert B. Melvin, Secretary

STATE OF CALIFORNIA COUNTY OF

Notary Public in and for said County and State, per my appearance, Kenneth A. Welch, President and Robert B. Melvin, Secretary of LAMPSON HOMES, INC. known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal. Robert B. Melvin, Notary Public in and for said County and State, Expired May 16, 1955.

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF SOUTHERN CALIF. EDISON CO. BOOK 2667 PAGE 2 FEB 10 1954 AT 40... MIN. PAS F. 11... OFFICIAL RECORDER OF ORANGE COUNTY, CALIFORNIA Ruby T. H. ... COUNTY RECORDER

12341

2-10-54

274328

DAY S.A. 2012 45-92 10 102

ORIGINAL

(ITEM 8)

BOOK 2667 PAGE 10705

10705

DECLARATION OF ESTABLISHMENT
OF
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That Lampson Homes, Inc., is the record title owner of Lots 1 to 217 inclusive, in Tract 2012, as per map recorded in Book 25, Pages 47 48 49 50 of Map in the office of the County Recorder of Orange County, does hereby certify and declare that it has established and does hereby establish a general plan for the improvement and development of said lots and portions of lots and does hereby establish the provisions, conditions, restrictions and covenants upon and subject to which all of said and portion of lots shall be improved or sold or conveyed by said Lampson Homes, Inc., as owner, each and all of which are for the benefit of each owner of said lots, and shall inure to and pass with each and every lot, and shall apply to and bind the respective successors in interest of the present owner thereof, and are imposed upon said lots as a servitude in favor of each and every parcel of land as the dominant tenement or tenements as follows, to-wit:

I Lots 1 to 217 inclusive, in the tract shall be known and described as residential lots and no structures shall be erected, altered, placed or permitted to remain on any residential building plot other than one single-family dwelling to not exceed one story in height and a private garage for not more than three (3) cars, garage may be attached to either side of house and other outbuildings incidental to residential use of the plot, including a garage detached from the house if desired.

II No building shall be erected, placed or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of Robert B. McLain, Kenneth Q. Volk, Jr. and Edward H. Fickett, or their authorized representatives, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to the property and building setback lines.

III In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said Committee or their authorized representatives shall act without compensation. The termination of the authority of this committee shall be December 31, 1969, at which time the then record owners of the majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representatives who thereafter shall have all of the powers, subject to the same limitations as were previously delegated herein to the aforesaid committee.

IV No building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 5 feet to any side street line. No building except a garage or other outbuilding located 60 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line. EXCEPT, however, that with the specific authority of the Architectural Committee, one side setback may be reduced to not less than one foot, provided that the distance between a garage and living quarters on adjacent lots is not less than five feet.

V No residential structure shall be erected or placed on any building plot, which plot has an area less than 7,500 square feet nor a width of less than 60 feet at the front building setback line.

VI No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VII No trailer, basement, tent, shack, garage, barn or other outbuilding placed or erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No trailer or any other mobile living quarters shall be placed in the front yards of said residences.

VIII No dwelling having a ground floor square foot area of less than 800 square feet exclusive of porches, patios and terraces shall be permitted on any lot in the tract.

IX No garage shall be erected on the premises until the plans have been submitted to and approved by the Architectural Committee provided in Paragraph II.

X No fences shall be erected or permitted to remain between the street and the front setback line that is higher than three feet; nor shall any hedge therein be permitted to exceed the height of three feet except by permission of the Architectural Committee.

XI No derrick or other structure designed for use in boring, mining, or quarrying for water, oil or natural gas, or precious minerals shall ever be erected, maintained or permitted on any lot in said tract.

XII An easement is reserved over the rear five feet of each lot for utility installation and maintenance.

XIII These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1974, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

XIV If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation, provided however, that no violation of any of the above provisions shall render invalid the lien of any sales contract, mortgage or deed of trust made in good faith and for value as to said premises or any part thereof, but nevertheless, each and all of said covenants, conditions and restrictions shall be binding upon and enforceable and effective against any owner of said premises whose title thereto is acquired through foreclosure or trustee's sale as well as successors in interest of any such owners.

XV Invalidation of any of these covenants by judgment or court shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the above named owner and beneficiaries, under the deeds of trust hereinbefore referred to, have duly executed this Declaration this 20 day of February, 1954.

LAMPSON HOMES, INC.

By Kenneth Q. Volk President

By Edith M. ... Secretary

STATE OF CALIFORNIA) ss.
COUNTY OF ORANGE

On this 20 day of February, A.D. 1954, before me Evelyn N. Warren a Notary Public in and for said County and State, personally appeared Kenneth Q. Volk, Jr. known to me to be the Secretary of Lampson Homes, Inc., who acknowledged that he executed the within instrument, on behalf of the Corporation, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 20 day of February, 1954.

Notary Public in and for said County and State

Evelyn N. Warren
Notary Public in and for said County and State
FEB 16 1954

2538

2704 396

(ITEM 9)

Garden Grove Exchange

Tract 2012

25386

GRANT OF EASEMENT

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, LAMPSON HOMES, INC., a corporation, does hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement to construct, place, operate, inspect, maintain, repair, replace and remove such aerial and underground telephone, telegraph and communication structures as Grantee may from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, over, under, and upon that certain real property in unincorporated territory, County of Orange, State of California described as:

lots 1 to 5 inclusive, 7 to 9) inclusive, 92 to 183 inclusive and 185 to 217 inclusive of Tract 2012, as said lots are shown on map of said tract recorded in Book 55 at Pages 47, 48 and 49 of Miscellaneous Maps in the Office of the County Recorder of Orange County.

The above-described easement shall be located on the following portions of said property:

- The westerly six (6) feet of Lots 1 to 5 inclusive, 15 to 22 inclusive, 31 to 38 inclusive, 47 to 54 inclusive and 63 to 70 inclusive.
- The easterly five (5) feet of Lots 7 to 14 inclusive, 23 to 30 inclusive, 39 to 46 inclusive, 55 to 62 inclusive and 92 to 102 inclusive.
- The southerly six (6) feet of Lots 71 to 90 inclusive, 118 to 133 inclusive, 151 to 167 inclusive and 185 to 199 inclusive.
- The northerly six (6) feet of Lots 103 to 117 inclusive, 134 to 150 inclusive, 168 to 183 inclusive and 200 to 217 inclusive.
- The westerly five (5) feet of the southerly fifteen (15) feet of Lot 90.
- The westerly five (5) feet of the southerly 35.8 feet of Lot 132.
- The easterly five (5) feet of the southerly 35.8 feet of Lot 130.
- The westerly five (5) feet of the northerly 41.60 feet of Lot 181.
- The southerly two and one-half (2.5) feet of Lots 21, 24, 37, 40, 53 and 56.
- The northerly two and one-half (2.5) feet of Lots 22, 23, 38, 39, 54 and 55.
- The westerly two and one-half (2.5) feet of Lots 85, 114, 121 and 147.
- The easterly two and one-half (2.5) feet of Lots 86, 115, 120 and 148.
- The northerly two (2) feet of the easterly twenty-five (25) feet of Lot 7.
- The southerly two (2) feet of the easterly twenty-five (25) feet of Lot 8.
- The southerly two (2) feet of the westerly twenty-five (25) feet of Lot 69.
- The northerly two (2) feet of the westerly twenty-five (25) feet of Lot 70.
- The easterly two (2) feet of the southerly twenty-five (25) feet of Lot 153.
- The westerly two (2) feet of the southerly twenty-five (25) feet of Lot 154.



WITNESSE THE
COUNTY CLERK
OF ORANGE COUNTY
CALIFORNIA
THIS 15th DAY OF
MAY 1954

LM

ORIGINAL

Page 15 of Pages

4-6-54

4378

APR 27 1937

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above described property by reason of negligence on the part of Grantee in the exercise of the easements granted.

IN WITNESS WHEREOF this instrument is executed this 9th day of MARCH 1937.

LAMPSON HOMES, INC.

By [Signature] SECRETARY

By [Signature] PRESIDENT

Approved as to terms and execution
4-2-37
1937 Consent

STATE OF CALIFORNIA,

County of San Diego ss.

ON THIS 9 day of MARCH A.D. 1937, before me,

a Notary Public in and for the said County and State, personally appeared

[Signature] known to me to be the

President, and [Signature] known to me

to be the Secretary of the

LAMPSON HOMES, INC. of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that each Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year in the certificate first above written.

[Signature] Notary Public in and for said County and State.

RECORDED AND INDEXED BY
GRACE CO. TITLE CO.
APR 27 1937

1937
[Signature]

M

ORIGINAL

Page 2 of 2 Pages

4-6-54

RECORDING REQUESTED BY

86-658823

RECORDING REQUESTED BY
ORANGE COAST TITLE COMPANY

(ITEM 10)

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

4:00 PM DEC 31 1986

File & Branch COUNTY RECORDER

When recorded Mail To:

SEARS SAVINGS BANK
P.O. BOX 2400
GLENDALE, CA. 91203

Loan No. 998992325-JC

\$21.00

Space Above This Line for Recording Data)

DEED OF TRUST

NS395-A

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 18, 1986. The trustor is LESTER E. NEFF AND NIDA D. NEFF, HUSBAND AND WIFE,

("Borrower"). The trustee is TRANS-COAST SERVICES, INC., 701 North Brand Boulevard, Glendale, California 91203, a California corporation ("Trustee"). The beneficiary is SEARS SAVINGS BANK, a California corporation, which is organized and existing under the laws of California, and whose address is 701 North Brand Boulevard, Glendale, California 91203 ("Lender"). Borrower owes Lender the principal sum of U.S. \$76,000.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 1, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in ORANGE County, California:

LOT 21, OF TRACT 2012, IN THE CITY OF GARDEN GROVE, AS PER MAP RECORDED IN BOOK 55, PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

which has the address of 12531 THINTREE LANE (Street)

GARDEN GROVE, CA 92640 ("Property Address"); (City, State and Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. INSPECTION. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. CONDEMNATION. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this

Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **NOTICES.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **GOVERNING LAW; SEVERABILITY.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **BORROWER'S COPY.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **BORROWER'S RIGHT TO REINSTATE.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any fault of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

19. **ACCELERATION; REMEDIES.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums

secured by this Security Instrument and sale of the Property. The notice shall further inform borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. **LENDER IN POSSESSION.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. **RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

22. **SUBSTITUTE TRUSTEE.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

23. **REQUEST FOR NOTICES.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

24. **RIDERS TO THIS SECURITY INSTRUMENT.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

86-658823

Loan No. 098992325

Check applicable box(es)

- Adjustable Rate Rider
- Graduated Payment Rider
- 2-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) Specify _____

25. STATEMENT OF OBLIGATION. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Lester E. Neff
LESTER E. NEFF

Nida O. Neff
NIDA O. NEFF

STATE OF CALIFORNIA Orange County ss:
 On this 18th day of December, 1986 before me, the undersigned,
 a Notary Public in and for said State, personally appeared _____
LESTER E. NEFF and NIDA O. NEFF
 known to me (or proved to me on the basis of satisfactory evidence) to be the
 persons whose names are subscribed to the within instrument and acknowledged
 that they executed the same.

Witness my hand and official seal.
Signature *Dolores Silver*



DOLORES SILVER
Name (typed or printed)

(Reserved for official seal)

My Commission expires: 8/10/89

REQUEST FOR RECONVEYANCE

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: _____ (Space below This Line Reserved For Lender and Recorder)

**ADJUSTABLE RATE RIDER
(1 Year Treasury Index-Rate Caps)**

THIS ADJUSTABLE RATE RIDER is made this 19TH day of DECEMBER, 1986, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to SEARS SAVINGS BANK (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

12531 TWENTREE LANE, GARDEN GROVE, CA, 92640
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.000%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY, 1988, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the monthly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding 03.000 percentage points to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at first Interest Change Date will not be greater than 10.000% or less than 06.000%. Thereafter, my interest rate will never be increased or decreased on any single Interest Change Date by more than two percentage points (2.0%) from the rate of interest I have been paying for the preceding twelve months. My interest rate will never be greater than 15.000%.

86-658823

Loan No. 098992325

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable assumption fee as a condition to Lender's consent to any loan assumption. That assumption fee shall be in an amount not greater than one percent (1%) of the outstanding principal balance of the loan as of the date of the sale or transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. That assumption agreement shall contain a provision under which the maximum interest rate of the loan as specified in Section 4(D) of the Note will be changed so that subsequent interest rate adjustments shall not result in an interest rate that is more than 5 percentage points greater than the interest rate in effect at the time of the loan assumption. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Lester E. Neff
LESTER E. NEFF

Nida D. Neff
NIDA D. NEFF

(ITEM 11)

87-293660

RECORDING REQUESTED BY
MICHAEL ORDUNO
Southern California Edison Company

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

WHEN RECORDED MAIL TO
SCED Southern California Edison Company

-3:10 PM MAY 26 '87

REAL PROPERTIES DEPARTMENT
P. O. BOX 2217
FULLERTON, CALIFORNIA 92633

\$7.00
C8

Lee A. Branch COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RH203 REV 6/83 1439d
GRANT OF EASEMENT
CITY OF GARDEN GROVE (Individual)

DISTRICT	WORK ORDER	IDENTITY	MAP USE
CENTRAL ORANGE COUNTY	6429-6269	P-6201	45-91
FILE	Approved Real Properties Department	BY JOB/3f	DATE 4/14/87

LESTER E. NEFF and NIDA O. NEFF, (hereinafter referred to as "Grantors"), hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of ORANGE, State of California, described as follows:

The northerly 5 feet of westerly 60 feet of Lot 217 of Tract No. 2012, as recorded in Book 55, pages 47 to 49 inclusive of Miscellaneous Maps, records of said County.

Grantors agree for themselves, their heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantors, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

DOCUMENTARY TRANSFER TAX 3 NONE VALUE AND CONSIDERATION LESS THAN \$100.00
Janet O Barnett SO. CALIF. EDISON CO.
SIC. OF DEPARTMENT OF AGENT DIST. NUMBER 701-111-1111

EXECUTED this 22 day of MAY, 1987

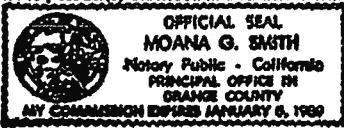
Janet O Barnett
Janet O Barnett
Lester E. Neff LESTER E. NEFF
Nida O. Neff NIDA O. NEFF

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss.

On May 22, 1987, before me, a Notary Public in and for said State, personally appeared Janet O. Barnett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in the County of ORANGE, State of California, that he was present and saw LESTER E. NEFF and NIDA O. NEFF

....., personally known to him to be the same person(s) described in and whose name(s) is (are) subscribed to the foregoing instrument as a party thereto, sign, execute and deliver the same, and that such person(s) acknowledged to said affiant that he (she) (they) executed the same, and that he, the affiant, then and there subscribed his name to said instrument as a witness.

WITNESS my hand and official seal.
Moana G. Smith



NOTARIES
NOTARY PUBLIC
STATE OF CALIFORNIA

GOVERNMENT CODE 27361.7

87-293660

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary MOANA G. SMITH

Date Commission Expires JAN 6, 1989

County where bond is filed ORANGE

Place of Execution ORANGE COUNTY

Date 5/24/87

Michael Chelms
SIGNATURE

3 UNIVERSAL TITLE COMPANY

WELLS RESOURCE
6000 ATRIUM WAY
MT. LAUREL, NJ 08054

ATTN. POST CLOSING

(ITEM 12)

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder

33.00

19980550204 08:00am 08/21/98

005 20016367 20 08
D11 10 6.00 27.00 0.00 0.00 0.00 0.00

[Space Above This Line For Recording Data]

LOAN NUMBER: 4756664
570110094
100

ORIGINAL

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 11TH, 1998. The trustor is NIDA O. NEFF ("Borrower"). The Trustee is FIRST AMERICAN TITLE INSURANCE CO. ("Trustee"). The Beneficiary is WELLS RESOURCE/PHH REAL ESTATE SERVICES L.L.C., which is organized and existing under the laws of ARIZONA, and whose address is 6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY 08054 ("Lender"). Borrower owes Lender the principal sum of TWENTY THOUSAND ONE HUNDRED AND 00/100 Dollars (U.S. \$ 20,100.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 01ST 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in ORANGE County, California:

10/31

BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BEING COMMONLY KNOWN AS 12511 TWIN TREE LANE, GARDEN GROVE, CA 92840.

BEING THE SAME PREMISES CONVEYED TO _____
BY DEED DATED _____ AND RECORDED IN THE _____ COUNTY RECORDER'S
OFFICE IN DEED BOOK _____ PAGE _____. THIS IS A FIRST AND PARAMOUNT MORTGAGE
LIEN ON THE ABOVE DESCRIBED PREMISES.

PREPARED BY: Angela Giorgianni
ANGELA GIORGIANNI

App. 60600-01

which has the address of 12511 TWIN TREE LANE GARDEN GROVE California 92840 ("Property Address");

51243-02

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

ORIGINAL

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

ORIGINAL

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument and the Note as if no acceleration had occurred; (c) cures any default of any other covenants or agreements; (d) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (e) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default

must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expense of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledge by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

24. **Request for Notices.** Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

ORIGINAL

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Nida O. Neff, Successor Lender (Seal)
NIDA O. NEFF -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgement]

STATE OF CALIFORNIA
COUNTY OF ORANGE & S.

On AUGUST, 11TH, 1998 before me (Name) Bryan R. Craig (Title) Notary Public
personally appeared NIDA O. NEFF known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

[Signature]
(Signature)



(Seal)

File No. 51243-02

Exhibit "A"

The land referred to in this report is situated in the City of GARDEN GROVE, County of ORANGE, State of California and described as follows:

Legal Description:

LOT 216 OF TRACT NO. 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 55 PAGES 47, 48 AND 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ONE-HALF OF ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXTRACTING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM ERNEST JAMES SMALE, RECORDED JANUARY 14, 1954 IN BOOK 2649 PAGE 103, OF OFFICIAL RECORDS.

ALSO EXCEPTING AN UNDIVIDED ONE-QUARTER INTEREST IN ALL OIL, GAS, MINERALS AND HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF ENTRY UPON ANY PORTION OF THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING FOR, BORING, EXCAVATING, DRILLING, MINING, PROSPECTING FOR, REMOVING OR MARKETING SAID SUBSTANCES, AS RESERVED IN THE DEED FROM LAMPSON, HOMES, INC., RECORDED JULY 1, 1955 IN BOOK 3125 PAGE 114, OF OFFICIAL RECORDS.

ALSO EXCEPT ALL UNDERGROUND WATERS LYING BENEATH SAID TRACT, BUT WITHOUT THE RIGHT OF ENTRY TO THE SURFACE OF SAID TRACT FOR THE PURPOSE OF PRODUCING WATER, AS GRANTED TO DYKE WATER COMPANY, A CORPORATION, IN DEED RECORDED MAY 13, 1954 IN BOOK 2727 PAGE 401, OF OFFICIAL RECORDS.

Loan Number: 4756664
570110094 100

ORIGINAL

1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 11TH day of AUGUST, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to WELLS RESOURCE/PHH REAL ESTATE SERVICES L.L.C. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

12511 TWIN TREE LANE GARDEN GROVE, CA 92840
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposal, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHTS TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OR RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.


NIDA O. NEFF [Seal]
-Borrower

[Seal]
-Borrower

[Seal]
-Borrower

[Seal]
-Borrower

(ITEM 12)

Recording requested by:

Cendant Mortgage Corporation
8000 Atrium Way
P.O. Box 5448
Mt. Laurel, NJ 08054

Recorded in the County of Orange, California
Gary L. Granville, Clerk/Recorder

 9.00

19990750175 1:01pm 10/26/99

500 23020075 23 77
R32 2 6.00 3.00 0.00 0.00 0.00 0.00

(Space above this line for Recorder's use)

Assignment of Deed of Trust

RECORD AND RETURN TO:
CENDANT MORTGAGE CORPORATION
6000 ATRIUM WAY, PO BOX 5449
MT LAUREL, NJ 08054
AGENCY POOL#: F00647
ID: 570110094

LOAN #: 4756664
NAME : NEFF
STATE OF : CA
COUNTY OF: ORANGE
HOMESIDE #: 196493100
MIN #: 100020000047566645

ASSIGNMENT OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS, THAT WELLS RESOURCE / PHH REAL ESTATE SERVICES, L.L.C. 6000 ATRIUM WAY, MT. LAUREL, NEW JERSEY, A LIMITED COMPANY EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH HEREBY ACKNOWLEDGED. DOES HEREBY GRANT, BARGAIN, SELL, ASSIGN, AND TRANSFER TO:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
AS NOMINEE FOR HOMESIDE LENDING INC., ITS SUCCESSORS AND ASSIGNS
P.O. BOX 2026
FLINT, MICHIGAN 48501-2026
MERS PHONE: 1-888-679-6377

THAT DEED OF TRUST DESCRIBED AS FOLLOWS:

DEED OF TRUST DATED: 98/08/11
AMOUNT: \$20,100.00 EXECUTED BY: NIDA O. NEFF
CLERKS FILE OR INSTRUMENT NO: 19980550204 RECORDED DATE: 980821
BOOK: VOLUME: PAGE:
ADDRESS: 12511 TWIN TREE LANE GARDEN GROVE ORANGE CA 92840

DESCRIBING LAND THEREIN AS DESCRIBED IN DEED OF TRUST REFERRED TO HEREIN, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST.

DATED: 4/1/99

WITNESSED BY:


DONNA MILLER

WELLS RESOURCE / PHH REAL ESTATE SERVICES, L.L.C.
6000 ATRIUM WAY
MT. LAUREL, NJ 08054

PREPARED BY:


TAMMY COMPINGER
6000 ATRIUM WAY
MT. LAUREL, NJ 08054

BY:


KRISTEN ALEXEEV
AUTHORIZED SIGNER

BY:


JUDY GOMOLSON
AUTHORIZED SIGNER

STATE OF NEW JERSEY, COUNTY OF BURLINGTON
ON 4/1/99, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, PERSONALLY APPEARED KRISTEN ALEXEEV AND JUDY GOMOLSON PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE AUTHORIZED SIGNERS OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE WITHIN INSTRUMENT, ON BEHALF OF THE COMPANY THEREIN NAMED, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR RESOLUTION OF ITS BOARD OF DIRECTORS. WITNESS MY HAND AND OFFICIAL SEAL IN THE STATE AND COUNTY LAST AFORESAID.


NOTARY PUBLIC

PAT FELMEY
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 4/28/2003

(VESTING DOC)

RECORDING REQUESTED BY:
Villa Real Escrow, Inc.
Order No. 9809919
Escrow No. 10-1954-DH
Parcel No. 231-491-13

Recorded In Official Records, Orange County
Tom Daly, Clerk-Recorder

6.00

2010000579086 01:04pm 11/02/10

105 401 G02 1

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

AND WHEN RECORDED MAIL TO:

LYNN LOHSE
12237 CHOISSER ROAD
GARDEN GROVE, CA 92840

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT DEED

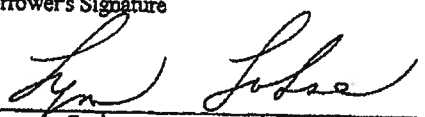
THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS \$ and CITY \$
 computed on full value of property conveyed, or
 computed on full value less liens or encumbrances remaining at the time of sale.
 unincorporated area: Garden Grove, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Lynn Lohse, a Married Woman Sole Separate Property

hereby GRANT(S) to Wayne R. Lohse and Lynn Lohse, husband and wife as joint tenants

the following described real property in the County of Orange, State of California:
This Conveyance is a bonafide gift and the grantor received nothing in return R&T 11911
Lot 7 of Tract 2782, in the City of Garden Grove, County of Orange, State of California as per map recorded in
Book 89 Page(s) 24 and 25 of miscellaneous maps in the Office of the County Recorder of said County, .

Date October 26, 2010

Borrower's Signature

Lynn Lohse

This is a bonafide gift
and the grantor received
nothing in return
R & T 11911

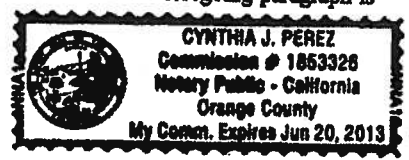
STATE OF CALIFORNIA }
COUNTY OF ORANGE } S.S.

On OCTOBER 27 2010, before me, CYNTHIA J. PEREZ, NOTARY PUBLIC,
personally appeared Lynn Lohse who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) ~~is~~ were subscribed to the within instrument and acknowledged to me that he ~~is~~ she ~~is~~ they executed the same in
his ~~her~~ their authorized capacity ~~(ies)~~, and that by his ~~her~~ their signature ~~(s)~~ on the instrument the person ~~(s)~~, or the
entity upon behalf of which the person ~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



(ITEM 6)

Duplicate

SHEET 1 OF 2 SHEETS

89-2

TRACT NO. 2782

IN UNINCORPORATED TERRITORY, ORANGE COUNTY, CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, T4S, R.10W, S.B.M. IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 10 OF MISCELLANEOUS MAPS, IN THE RANCHO LAS BOLSA.

1.062 ACRES

JULY 1956

8 LOTS

We, the undersigned, being all parties having any record title interest in the land covered by this map do hereby consent to the preparation and recordation of said map, as shown within the blue colored border line and we hereby offer for dedication Chrysler Road for public use for highway purposes. We also offer lot 1 of our subdivision dedication to become effective at such time as Chrysler Road is extended and improved.

Margaret B. Dieble
MARGARET B. DIEBLE
Arthur E. Harty
ARTHUR E. HARTY

I, Herbert W. Phillips, hereby certify that I am a Licensed Land Surveyor, No. 2782, of the State of California and that the map, consisting of two sheets, correctly represents a true and complete survey made under my supervision on July 1956 and that the monuments and all the character and all the points and all such things as agreed upon with the county engineer and that said monuments and sufficient to enable the survey to be retraced.

Herbert W. Phillips
Licensed Land Surveyor No. 2782

State of California) as
County of Orange) I, L. H. Eckel, County Auditor of the said County of Orange, do hereby certify that, according to the records of my office there are no liens against the land shown on this map or any part thereof for unpaid State or County taxes or special assessments collected as taxes, except taxes and special assessments collected as taxes and special assessments and dated this 22 day of April, 1956.

L. H. ECKEL
L. H. Eckel, County Auditor
by Richard H. Witt
Clerk Deputy

TITLE INSURANCE AND TRUST COMPANY

a Corporation
Successor under Deed (A) of trust

Johnnie
Asst. Secretary

I, Allen S. Kohn, County Surveyor of Orange County, California, do hereby certify that I have examined this map and have found it to be substantially the same as the tentative map as filed, amended and approved by the Orange County Planning Commission; that all provisions of the Subdivision Map Act and County subdivision regulations have been complied with, and I am satisfied said map is technically correct.

Dated this 6 day of July, 1956
Allen S. Kohn
County Surveyor

State of California) as
County of Orange) I, L. B. Wallace, County Clerk of said County of Orange, do hereby certify that this map was presented for approval to the Board of Supervisors of said County of Orange at a regular meeting thereof held on the 15 day of May, 1956, and that thereupon said Board did by an order duly passed and entered approve said map and did accept on behalf of the public the offer of dedication of Chrysler Road as public highway.

Dated this 15 day of May, 1956
L. B. Wallace
County Clerk and ex-officio Clerk of the Board of Supervisors

State of California) as
County of Orange) I, L. B. Wallace, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, do hereby certify to the County Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with regarding deposits to secure the payment of taxes and assessments on the land covered by this Map.

Dated this 15 day of May, 1956
L. B. Wallace
County Clerk and ex-officio Clerk of the Board of Supervisors

City of Orange)
County of Orange)
On this 27th day of July, 1956, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Margaret B. Dieble and Arthur E. Harty known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.
I certify that the said instrument is the true and correct copy as the same appears in my files and records.
In testimony whereof, I have hereunto set my hand and the seal of my office at Orange, California, this 27th day of July, 1956.
Johnnie
Notary Public in and for the State of California

69024 NO. 105
ACCEPTED AND FILED
JUL 27 1956
COUNTY CLERK
BY Johnnie
Notary Public

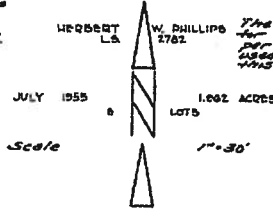
89-2-1

TRACT NO. 2782

IN UNINCORPORATED TERRITORY ORANGE COUNTY CALIFORNIA

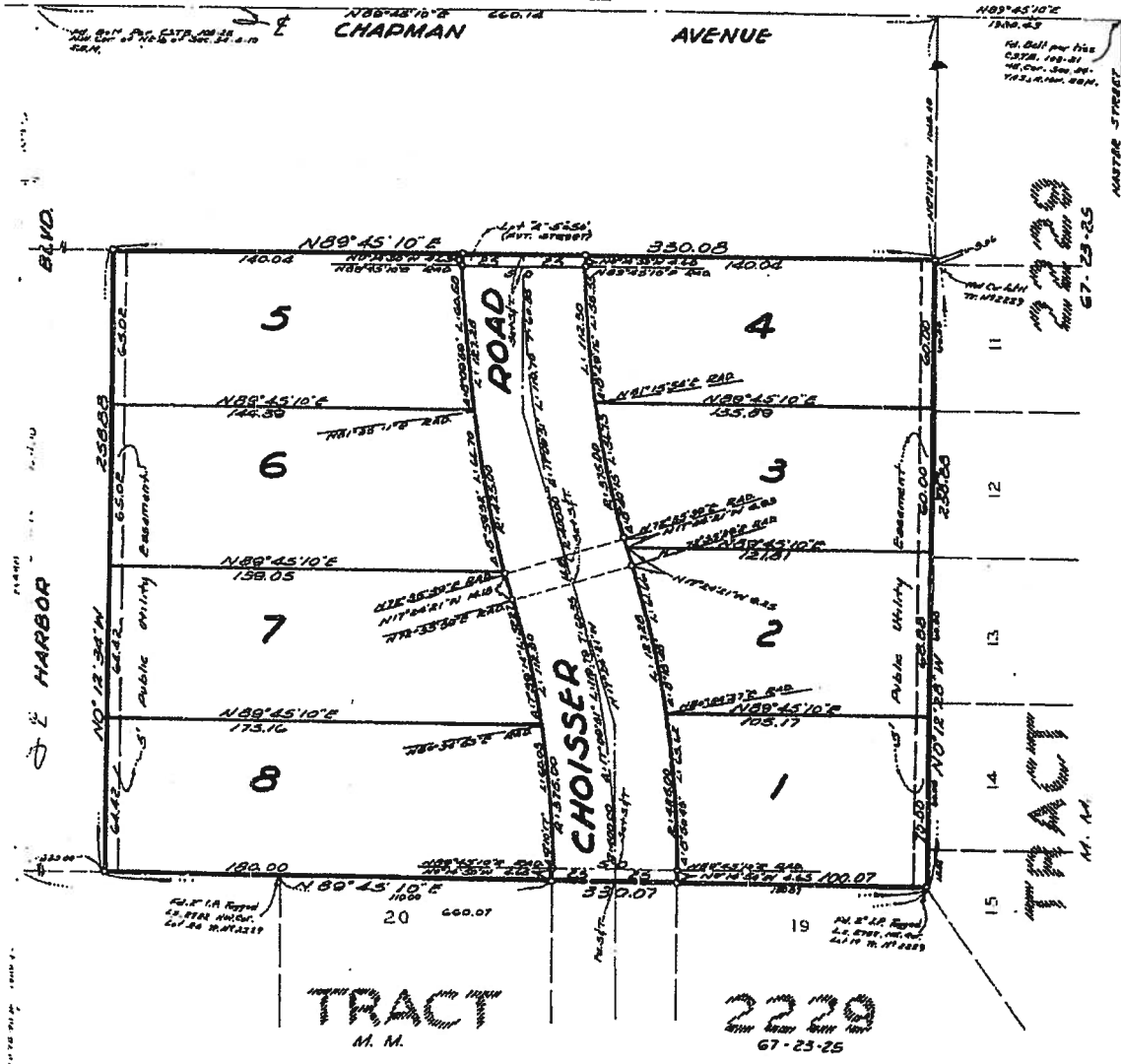
BEING A SUBDIVISION OF A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, T.4S, R.10W, S.B.M. IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 81 PAGE 10 OF MISCELLANEOUS MAPS, IN THE RANCHO LAS BOLSAS.

Set 2" I.P. pegged 2.5" 2782 at all points marked 1908
Set 2" I.P. pegged 2.5" 2782 at all lot corners unless otherwise indicated.
All monuments shall occupy positions specified prior to acceptance of street improvements.



Basis of Bearings
The bearing of N 0° 12' 30" W as shown for the centerline of Harbor Blvd. per Tract 2219 Map 63 pp. 23-25 and used as the basis of bearings for this tract.

ACCEPTED AND FILED
MAY 17 1956
ORANGE COUNTY RECORDS
City of Harbor
FILE 505



LAMPSON AVENUE
At Call per file C.S.T.B. 1445
S.W. Cor. N.E. 1/4 Sec 34, T.4S, R.10W S.B.M.

(ITEM 7)

69425

DECLARATION OF PROTECTIVE RESTRICTIONS AND COVENANTS

Declarants, Margaret E. Siedle and Arthur E. Hintz, for the purpose of subjecting all of the hereinafter described real property and each and every portion thereof to the protective restrictions and conditions hereinafter set forth, do hereby DECLARE AND ESTABLISH AS FOLLOWS:

That the declarants, Margaret E. Siedle and Arthur E. Hintz, are the owners of that certain land in Orange County, California, described as follows:

All of Tract 2782 in the County of Orange, State of California as per map recorded in Book 89 page 24 & 25 of Miscellaneous Maps in the office of the county recorder of said county.

~~2782~~

The terms "said Land", "said property" and "said real property", when used hereafter shall mean and designate the entire above described real property and every portion thereof.

That said property shall be owned, held, used, transferred, sold, mortgaged and leased and/or contracted to be owned, held, used, transferred, sold, mortgaged and leased by the Declarants and their successors in interest subject to the restrictions, conditions and covenants in this declaration set forth, each and all of which is and are for the benefit of said real property and for each and every owner and occupant thereof and shall run with said land.

1. Said land and each lot shall be used for single family residential purposes and for no other purpose. That no more than one dwelling shall ever be erected or maintained on any of the lots in the tract.

2. Each dwelling house shall contain a minimum of 1200 square

ESL 28

5-17-56

326801

M

ORIGINAL

ESL 28

5-17-56

feet of living space, exclusive of porches and attached garages. Slab floors are not permitted.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. No solid fence shall be erected or permitted over two feet in height between the street and the front setback line on any of the lots in said property, and no fence or hedge shall exceed 3 feet in height between the street and the front setback line.

5. No horses, cattle, swine, sheep or goats shall be kept or maintained on any of the lots or any part of the said tract, and no business or any trade or commercial activity shall be carried on, nor shall anything be done that may become a public nuisance or a detriment of the neighborhood.

6. These restrictions, easements, conditions, covenants and reservations herein contained shall run with the land and be binding and in force until September 1, 1985, for the mutual benefit of all the lots and property owners of this tract.

Invalidation of any of these restrictions, easements, conditions,

5-17-56

ORIGINAL

covenants and reservations by a judgment or a court order shall in no way affect or alter any of the other restrictions, which shall continue to remain in full force and effect.

Should any party violate or attempt to violate any of the restrictions, easements, conditions, covenants and reservations herein contained, it shall be lawful for any other person or persons or any owner or owners of any of the lots, to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions, easements, conditions, covenants and reservations to prevent or enjoin them from so doing, to cause said violation to be remedied or to recover damages for said violation.

A breach of any of the restrictions, easements, conditions, covenants, and reservations, herein contained shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the lot or portion of the lot or lots or portions of lots in the real property covered hereby, but said restrictions, easements, conditions, covenants and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's

5-17-56

M

ORIGINAL

STATE OF CALIFORNIA
COUNTY OF
Orange

On January 25 1956
before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Margaret E. Siedle
Arthur E. Hintz

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Merwin M. Condon
Notary Public in and for said County and State.
My Commission expires Aug. 29, 1959

1956.

By *Margaret E. Siedle*
Margaret E. Siedle

Arthur E. Hintz
Arthur E. Hintz

RECORDED AT REQUEST OF
TITLE GUARANTEE AND TRUST COMPANY
ENCLOSURE PAGE 34
MAY 17 1956
AT 5.00 MIN. PAST 1.00 P.M.
OFFICIAL RECORDS OF
ORANGE COUNTY CALIFORNIA
By *M. Furland*
3 60 PRINTED RECORDS

(ITEM 8)

326801

FORM NO. 5 2-28-55
SOUTHERN CALIFORNIA EDISON COMPANY
E091 3551 728382

84511
GRANT OF EASEMENT
(INDIVIDUAL)

THE GRANTOR S. MARGARET E. SIEDLE and ARTHUR E. HINTZ
hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on, and over the real property hereinafter described, situated in the County of ORANGE, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows: Easmt lots 1 to 8
The Easterly 6 feet of Lots 1 to 4 inclusive;

A strip of land, 10 feet in width, lying within Lots 5 to 8 inclusive, the centerline of said strip is described as follows: Beginning at a point on the Southerly line of said Lot 8, distant 65.75 feet Easterly thereon from the Westerly line of said Lot 8, thence North 0° 12' 34" West 64.42 feet, thence Northwesterly to a point on the Southerly line of said Lot 5, distant 40.90 feet Easterly thereon from the Westerly line of said Lot 5, thence North 0° 12' 34" West 65.02 feet to the Northerly line of said Lot 5.

The Southerly 6 feet of Lots 1 and 8;

All of said lots being in Tract #2782, as per map recorded in Book 89, pages 24 and 25 of Miscellaneous Maps, records of Orange County.

~~2782~~

5-225
A. JUN 2 0 1956
BY: [Signature]
DATE 6/2/56

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantor(s), has executed this instrument this _____ day of _____, 1956.

Witness:
Signature of Grantor(s):
Margaret E. Siedle
Margaret E. Siedle
Arthur E. Hintz
Arthur E. Hintz

STATE OF CALIFORNIA,
COUNTY OF Orange

On this 18th day of June,
A. D. 1956, before me, Notary Public in and for said County and State, personally appeared Margaret E. Siedle and Arthur E. Hintz, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Mervin M. Coulter
Notary Public in and for said County and State.
My Comm. No. 25675, Exp. 12-30-1957

SPACE BELOW FOR RECORDER'S USE ONLY
RECORDED AT REQUEST OF
SOUTHERN CALIF. EDISON CO.
E091 3551 728382
JUN 13 10 AM
200

(ITEM 9)

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, MARGARET E. SIEDLE, a married woman as her separate property, and ARTHUR E. HINTZ, a married man as his separate property,

do hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement in, construct, place, operate, inspect, maintain, repair, replace and remove such aerial and underground telephone, telegraph and communication structures as Grantee say from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, over, under, and upon that certain real property in unincorporated territory, County of Orange, State of California described as:

Lots 4 and 1 to 8 inclusive of Tract 2782, as said lots are shown on map of said tract recorded in Book 89 at Pages 24 and 25 of Miscellaneous Maps in the Office of the County Recorder of Orange County.

2782

The above-described easement shall be located on the following portions of said property:

- The easterly five (5) feet of Lots 1 to 4 inclusive.
- The southerly two and one-half (2.5) feet of Lots 1 and 8.
- The easterly ten (10) feet of the westerly 36.35 feet of Lot 5.
- The easterly ten (10) feet of the westerly 45.90 feet of Lot 6.
- The easterly ten (10) feet of the westerly 60.25 feet of Lot 7.
- The easterly ten (10) feet of the westerly 70.75 feet of Lot 8.

X

376801

JUN 2 9 1956

NEITHER THE VALUE OF THE INTEREST CONVEYED HEREBY NOR THE CONSIDERATION PAID THEREFOR IS IN EXCESS OF ONE HUNDRED DOLLARS

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above-described property by reason of negligence on the part of Grantee in the exercise of the easements granted.

IN WITNESS WHEREOF this instrument is executed this 22nd day of June, 1956

Margaret E. Siedle
Margaret E. Siedle
Arthur E. Hintz
Arthur E. Hintz

STATE OF CALIFORNIA
County of Los Angeles

ON THIS 22nd day of June, 1956

Before me, Vera Brown, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Margaret E. Siedle
Arthur E. Hintz
he was present and said Margaret E. Siedle and Arthur E. Hintz

personally known to me to be the same person whose names subscribed to the within and aforesaid instrument, execute and deliver the same, and they acknowledged to said affiant that they executed the same; and that said affiant subscribed his name thereto as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

Vera Brown
Notary Public in and for said County and State
My commission expires

RECORDED AT REQUEST OF

ORANGE CO. TITLE CO.

BOOK 3562 PAGE 584
JUN 29 1956

AT THE OFFICIAL RECORDS OF ORANGE COUNTY CALIFORNIA

By J. M. [Signature]
209

APPROVED AS TO FORM AND EXECUTION

Lester, Felix & Hall Attorneys

By J. M. [Signature]
6-26-56

WITNESS

[Signature]

PP-830 (1-5-56)
(INCLUST 104)

TICO ON BEHALF OF AG
RECORDING REQUESTED BY
CIVIC CENTER TITLE SERVICES

Recorded in Official Records, Orange County

(ITEM 10)

Tom Daly, Clerk-Recorder



69.00

Recording Requested By:
WELLS FARGO BANK, N.A.

2010000571121 08:00am 10/29/10

217 405 D11 21

0.00 0.00 0.00 0.00 60.00 0.00 0.00 0.00

Return To:
WFHM FINAL DOCS X2599-024

405 SW 5TH STREET
DES MOINES, IA 50309-4600

Prepared By:
WELLS FARGO BANK, N.A.

16644 WEST BERNARDO DR., STE
101, SAN DIEGO, CA 921270000

9809979-72 [Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated OCTOBER 22, 2010 together with all Riders to this document.

(B) "Borrower" is LYNN LOHSE, A MARRIED ~~PERSON~~ woman as her sole and separate property

Borrower's address is 12237 CHOISSER ROAD
GARDEN GROVE, CA 92840 . Borrower is the trustor under this Security Instrument.
(C) "Lender" is WELLS FARGO BANK, N.A.

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES

0309186583

CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Wolters Kluwer Financial Services
VMP®-6(CA) (0711)

Form 3005 1/01

NMFL 3005 (CACD) Rev 3/2009

Page 1 of 15

Initials: 



Lender's address is P.O. BOX 11701, NEWARK, NJ 071014701

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is FIDELITY NATIONAL TITLE INS CO
17911 VON KARMAN, SUITE 200, IRVINE, CA 92614

(E) "Note" means the promissory note signed by Borrower and dated OCTOBER 22, 2010
The Note states that Borrower owes Lender THREE HUNDRED TEN THOUSAND AND 00/100

Dollars

(U.S. \$ *****310,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 01, 2040

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of ORANGE :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

APN # 231-491-13 & 231-491-18

*SEE ADJUSTABLE RATE RIDER

Parcel ID Number:
12237 CHOISSER ROAD
GARDEN GROVE
("Property Address"):

which currently has the address of
[Street]
[City], California 92840 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

25. **Statement of Obligation Fee.** Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to the Borrower at the address set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

_____ (Seal)
-Borrower

LYNN LOHSE (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

State of California
County of Orange

On October 23rd, 2010

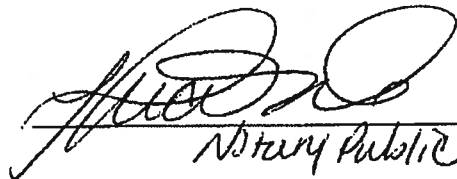
before me, Heidi Wilde } ss.
Notary Public

, personally appeared

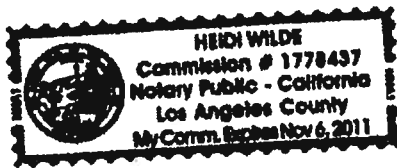
LYNN LOESE

, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public (Seal)



ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the notary seal on the document to which this Statement is attached reads as follows :

Name of Notary Heidi Wilde

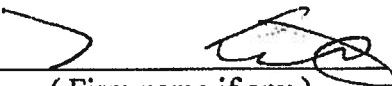
Date Commission Expires Nov 6, 2011

Notary Identification Number 1778437
(For Notaries commissioned after 1-1-1992)

Manufacturer/Vendor Identification Number NNA1
(For Notaries commissioned after 1-1-1992)

Place of Execution of this Declaration NORWALK

Date : 10.29.2010
Bond File in Los Angeles County


Signature (Firm name if any)
Civic Center Title Services, Inc.

ADJUSTABLE RATE RIDER

(1-Year LIBOR Index - Rate Caps)
(Assumable after Initial Period)

THIS ADJUSTABLE RATE RIDER is made this 22ND day of OCTOBER, 2010, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Adjustable Rate Note (the "Note") to WELLS FARGO BANK, N.A.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
12237 CHOISSER ROAD, GARDEN GROVE, CA 92840

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 3.250%. The Note provides for changes in the interest rate and the monthly payments as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of NOVEMBER, 2015, and may change on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the one-year London Interbank Offered Rate ("LIBOR") which is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market, as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

MULTISTATE ADJUSTABLE RATE RIDER - 1-Year LIBOR Index (Assumable after Initial Period)
Single Family - Freddie Mac UNIFORM INSTRUMENT
VMP
Wolters Kluwer Financial Services

Form 5131 3/04

Initials 

VMP856R (0804).00

Page 1 of 4

NMFL# 8519 (LBAR) Rev. 2/2009



(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **TWO AND ONE-QUARTER** percentage point(s) (**2.250** %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **8.250** % or less than **2.250** %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage point(s) (**2.000** %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than **8.250** %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. UNTIL BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE IN EFFECT AS FOLLOWS:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. AFTER BORROWER'S INITIAL INTEREST RATE CHANGES UNDER THE TERMS STATED IN SECTION A ABOVE, UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT DESCRIBED IN SECTION B1 ABOVE SHALL THEN CEASE TO BE IN EFFECT, AND THE PROVISIONS OF UNIFORM COVENANT 18 OF THE SECURITY INSTRUMENT SHALL BE AMENDED TO READ AS FOLLOWS:

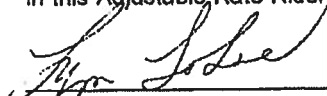
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


LYNN LOHSE

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Initials: 

PRELIMINARY REPORT
YOUR REFERENCE: -10-1954-DH

Ticor Title Company
ORDER NO.: 9809919-72

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA,
AND IS DESCRIBED AS FOLLOWS:

LOT 7 OF TRACT 2782, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER
MAP RECORDED IN BOOK 89 PAGES 24 AND 25 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY.

Assessor's Parcel Number: **231-491-13**

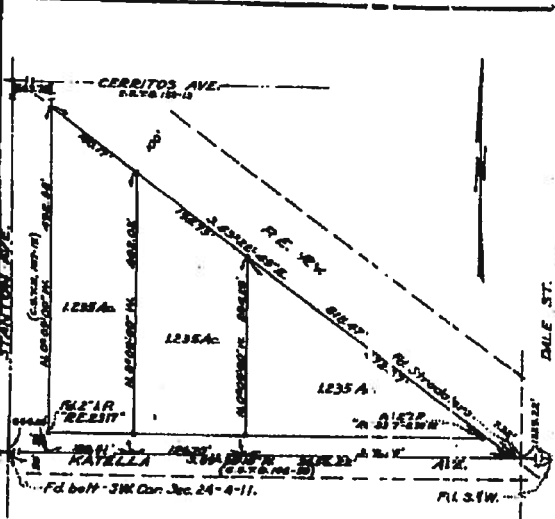
Assessor's Parcel Number(s): **231-491-18**

20-18

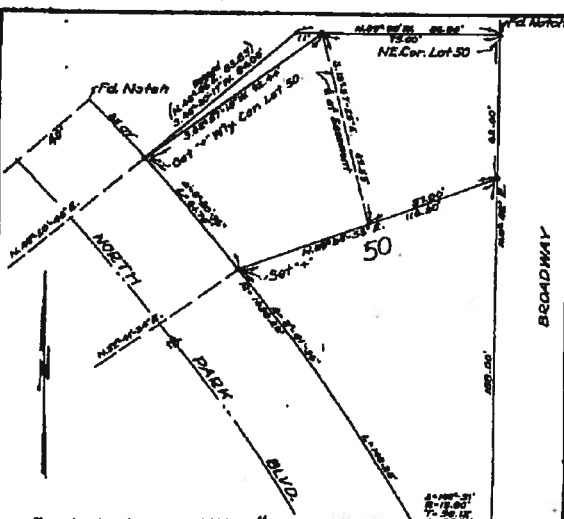
RECORD OF SURVEY

OF PARCELS SHOWN BELOW GIVING NAME OF OWNER, DATE OF SURVEY,
SCALE AND OTHER DATA AS INDICATED.

D. D. HILLYARD, LICENSED SURVEYOR.



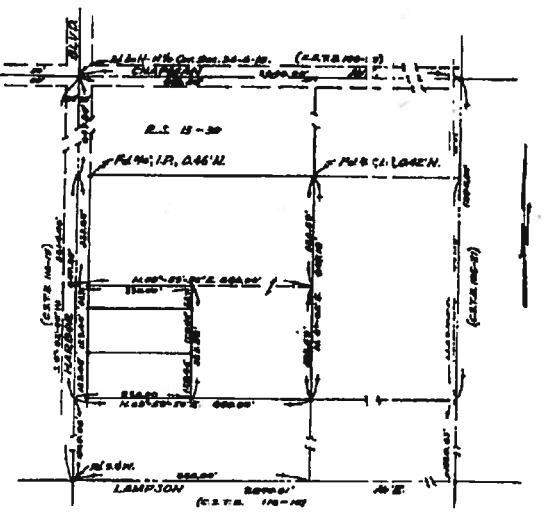
Set 1" iron pipe bearing copper tag stamped "L.S. 2210" at points "a".
OWNER: Mary Moranes et al.
DESCRIPTION: Portion E $\frac{1}{2}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$, in 24-4-11.
BEARING: Based on Matella Ave. S. 69° 35' 11" W. as per E.S. 6-20.
SCALE: 1" = 100'
SURVEYED: June 16, 1948
 53-13



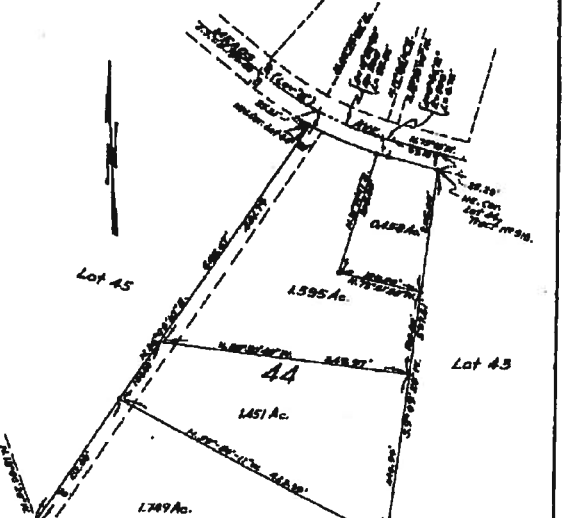
Examined and approved this 11th day of Aug. 1948.

[Signature]
 City Engineer, Santa Ana

Set 1/2" iron pipe bearing copper tag stamped "L.S. 2210" at points "a".
OWNER: J. O. Cooper.
DESCRIPTION: Portion Lot 50, Tract No. 425, M.M. 16-35434.
BEARING: Based on East Line Lot 50, Tr. 425, M.M. 16-35434 (N. 0° 52' 00" E.).
SCALE: 1" = 50'
SURVEYED: June 11, 1948
 53-12



Set 1" iron pipe bearing copper tag stamped "L.S. 2210" at points "a".
OWNER: James E. Wiley
DESCRIPTION: Portion of the NW $\frac{1}{4}$, NE $\frac{1}{4}$, Section 4, T. 4S, R. 10W.
BEARING: Based on Harbor Blvd. S. 0° 02' 07" W. as per E.S. 13-30.
SCALE: 1" = 200'
SURVEYED: June 5, 1948
 52-76



Set 1" iron pipe bearing copper tag stamped "L.S. 2210" at points "a".
OWNER: Orange Park Acres, Inc.
DESCRIPTION: Portion Lot 44, Tr. 918, M.M. 28-41-3.
BEARING: Based on Wiley line (N. 36° 05' 07" E.) Lot 44, Tr. 918, M.M. 28-41-3.
SCALE: 1" = 100'
SURVEYED: July 29, 1948

I, D. D. Hillyard, certify that I am a Licensed Surveyor of the State of California, No. 2210; that this map represents a survey made under my supervision at the request of the Owners, and that all monuments shown actually existed at the time of the survey and their position is correctly shown.

[Signature]
 Licensed Surveyor

3600!

Examined and approved this 23rd day of August, 1948.

[Signature]
 Deputy County Surveyor

[Signature]
 D. D. Hillyard
 Licensed Surveyor

20-18

Western Resources Title

Order: pcl F

Comment:

Friday, May 04, 2012 08:03 AM

<u>State</u>	<u>County</u>	<u>Type</u>	<u>Document Information</u>	<u>Print Description</u>
CA	Orange	Record of Survey	40.15	Complete 1 Page(s)

SCALE 1"=200'

RECORD OF SURVEY

SURVEYED APRIL, 1958

IN THE CITY OF GARDEN GROVE
ORANGE COUNTY, CALIFORNIA

A SURVEY OF A PORTION OF THE SW 1/4 OF THE NW 1/4 OF THE NE 1/4
OF SECTION 34, T.4 S., R.10 W., S.B.M. PER M.M. 51-10 RECORDS OF ORANGE
COUNTY, CALIFORNIA.

THIS MAP HAS BEEN EXAMINED AND DETERMINED TO BE A CORRECT COPY OF THE ORIGINAL AS SUBMITTED TO THE COUNTY CLERK OF ORANGE COUNTY, CALIFORNIA, ON APRIL 22, 1958.

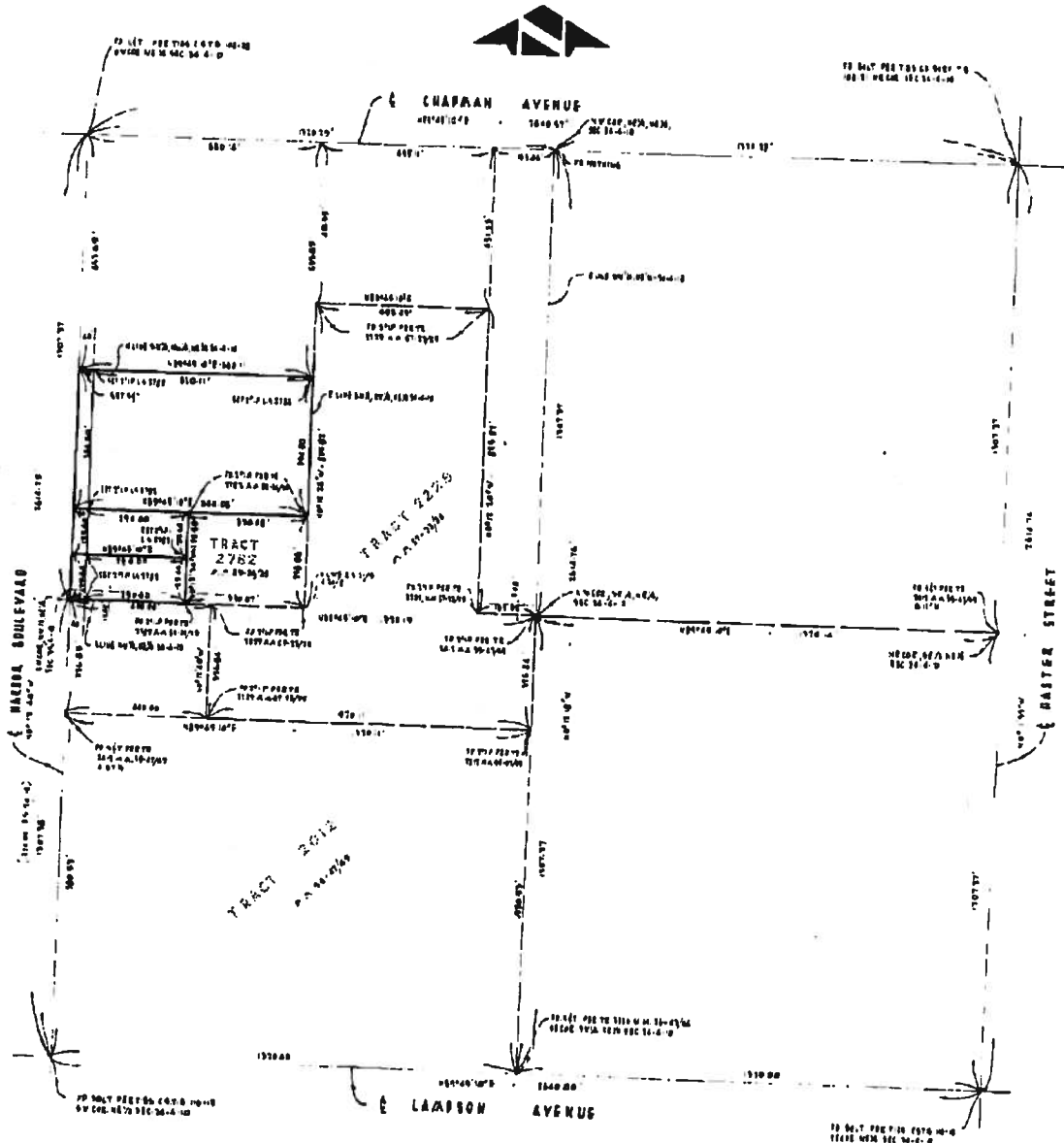
Gene Vincent
DEPUTY COUNTY CLERK

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 10, SECTION 30 OF THE EVIDENCE AND PROCEEDINGS CODE AS AMENDED BY CHAPTER 10, SECTION 30, APRIL, 1958.

Harold W. Polan
REGISTERED LAND SURVEYOR

WITNESSES:
JAMES E. WILLY
1153 HARBOUR BOULEVARD
GARDEN GROVE, CALIFORNIA

NOTE: THE BEARING OF 89° 54' 00" IS SHOWN FOR THE E. OF HAZARD MEASURED AS PER TITLE AND MAPS A.M. 1994 HAS USED AS THE BASIS OF BEARING FOR THIS MAP.



Western Resources Title

Order: pcl F

Comment:

Friday, May 04, 2012 08:03 AM

<u>State</u>	<u>County</u>	<u>Type</u>	<u>Document Information</u>	<u>Print Description</u>
CA	Orange	Document - Book	5888.489	Complete 2 Page(s)

OCT 20 1961

15688

M

RECORDING REQUESTED BY
City of Garden Grove
WHEN RECORDED FORWARD TO
City Clerk, City of Garden Grove
11391 Acacia Street
Garden Grove, Calif.

15688

LAS-249, 800X5888 PAGE 489
Right of Way No. 026-4
Project HARBOR BOULEVARD WIDENING,
Westminster Boulevard
to Chapman Avenue.

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, [R, Wc]

OTTO E. CHRISTENSEN and EMMA MARIE CHRISTENSEN, husband and wife,
grant and convey to CITY OF GARDEN GROVE a perpetual easement and right of way for
Street and Highway purposes in, on and over that real property situated in the County of Orange
State of California, described as follows:

The West 50 feet of the North 129.44 feet of
the South 258.88 feet of the Southwest quarter
of the Northwest quarter of the Northeast
quarter of Section 34, Township 4 South, Range
10 West, as shown on a sectionalized survey
map recorded in Book 51, page 10, of Miscellaneous
Maps, records of said County.

Approved by Title
by *Sandy S. Lutton*
City Clerk

Approved as to Description
by *Harmon Wilson*
City Clerk

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THIS EASEMENT GRANT DEED DATED
April 11, 1961 FROM Otto E. Christensen and Emma Marie Christensen
TO THE CITY OF GARDEN GROVE IS HEREBY ACCEPTED BY ORDER OF THE CITY COUNCIL OF THE CITY OF GARDEN
GROVE ON October 10, 1961 AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY
AUTHORIZED OFFICER.
CITY OF GARDEN GROVE
DATED: October 10, 1961 BY *Harmon Wilson*
CITY CLERK

It is understood that the grantor... grant... only that portion of the above described land in which
they... KEHAYS an interest.

Dated: April 11, 1961
Sandy S. Lutton
Subscribing Witness

Otto E. Christensen
Emma Marie Christensen

This Space for County Recorder's use only

RECORDED AT REQUEST OF
IN OFFICIAL RECORDS OF
ORANGE COUNTY, CALIF.
OCT 20 1961
RUBY McFARLAND, County Recorder

FREE

RECORDING REQUESTED BY
City of Garden Grove
WHEN RECORDED FORWARD TO
City Clark, City of Garden Grove
11391 Acacia Street
Garden Grove, Calif.

15688

LAS-249, BOOK 5888 PAGE 489
Right of Way No. 026-4,
Project HARBOR BOULEVARD WIDENING,
Westminster Boulevard
to Chapman Avenue.

EASEMENT DEED

For valuable consideration, receipt of which is hereby acknowledged, I, We)

OTTO E. CHRISTENSEN and EMMA MARIE CHRISTENSEN, husband and wife,
grant and convey to CITY OF GARDEN GROVE a perpetual easement and right of way for
Street and Highway purposes in, on and over that real property situated in the County of Orange
State of California, described as follows:

The West 50 feet of the North 129.44 feet of
the South 258.88 feet of the Southwest quarter
of the Northwest quarter of the Northeast
quarter of Section 34, Township 4 South, Range
10 West, as shown on a sectionalized survey
map recorded in Book 51, page 10, of Miscellaneous
Maps, records of said County.

Approved to be
by *L. J. ...*
Title

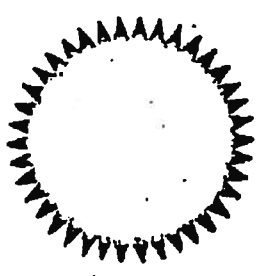
Approved as to Description
by *M. ...*
Title

THIS IS TO CERTIFY THAT THE INTEREST IN REAL PROPERTY CONVEYED BY THIS EASEMENT GRANT DEED DATED
April 11, 1961 FROM Otto E. Christensen and Emma Marie Christensen
TO THE CITY OF GARDEN GROVE IS HEREBY ACCEPTED BY ORDER OF THE CITY COUNCIL OF THE CITY OF GARDEN
GROVE ON October 10, 1961 AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY
AUTHORIZED OFFICER, AND THE GRANTEE CONSENTS TO RECORDATION THEREOF BY ITS DULY
CITY OF GARDEN GROVE
DATED: October 10, 1961 BY *Ramon ...*
CITY CLERK

It is understood that the grantor... grant... only that portion of the above described land in which
they... have an interest.

Dated April 11 1961 *Otto E. Christensen*
Emma Marie Christensen

STATE OF CALIFORNIA, BOOK 5888 PAGE 490
County of ORANGE



On this 17th day of April 1961 before me,
Alfred Ernest a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn, personally appeared
Larry G. Sutton
known to me to be the person whose name is subscribed to the within instrument, as
a Witness therein, who being by me duly sworn, depose and say that he resides in
Orange County and that he was present
and saw Otto E. Christensen & Emma Marie personally,
known to him to be the same person whose name is subscribed to the
within and assented instrument, execute and deliver the same, and he is authorized to act
as a Witness. I observed the same; and that said officer subscribed his name thereto
as a Witness.
As Witness Whereof, I have hereunto set my hand and affixed my official seal the day and
year in the certificate first above written.

Alfred Ernest
ALFRED ERNEST Notary Public in and for said County and State.
My Commission Expires December 17, 1962

Western Resources Title

Order: pcl F

Comment:

Friday, May 04, 2012 08:03 AM

<u>State</u>	<u>County</u>	<u>Type</u>	<u>Document Information</u>	<u>Print Description</u>
CA	Orange	Document - Book	9142.712	Complete 3 Page(s)

STATE OF CALIFORNIA)
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____ known to me to be the _____ President, and _____ known to me to be the _____ Secretary of the corporation that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.
WITNESS my hand and official seal.

(SEAL)

Notary Public in and for said County and State.

NOTARY - PRINT NAME HERE

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

known to me to be _____ the partners of the partnership that executed the within instrument and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

(Seal)

Notary Public in and for said County and State.

NAME (TYPED OR PRINTED)

APPROVED *October 29* 19*69*

CHARLES R. HANDY,
DIRECTOR OF PUBLIC WORKS

As to execution:

By *Joseph Brown* *APN Technician*

As to description:

By *Larry Erbach* *ELW Technician*

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Garden Grove, a governmental agency, is hereby accepted under authority of Resolution No. *2764-64*, adopted by the City Council of said City of Garden Grove on *July 14*, 19*64*, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated *November 19*, 19*69*

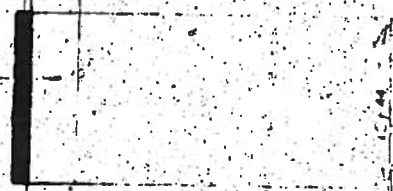
By *Ruby H. Silva*
CITY CLERK

D-1843

NORTH LINE SW NW NE SEC 34 8 10

SOUTH LINE SW NW NE SEC 34

E Harbor Boulevard West line NE Sec 34 8 10



PARCEL BEING ACQUIRED

CITY OF GARDEN GROVE REAL PROPERTY DIVISION
Street Frontage Reported by Olso E. Charleston
DATE RECEIVED 12/17/88 S-1-6 OFFICE OF THE CONTROLLER

Western Resources Title

Order: pcl F

Comment:

Friday, May 04, 2012 08:03 AM

<u>State</u>	<u>County</u>	<u>Type</u>	<u>Document Information</u>	<u>Print Description</u>
CA	Orange	Document-Year.Do	1992.170685	Complete 8 Page(s)

92-170685

RECORDED IN OFFICIAL RECORDS
OF ORANGE COUNTY, CALIFORNIA

1:30
P.M. MAR 20 1992

Lee A. Branch, Recorder

1	Three
04	5
7	Adm
Page 3	21
04	Lin
Other	8
App. Fees	0.10
D.T.T.E	
COR	
SMF	R
RCE-17	

RECORDING REQUESTED
BY AND MAIL TO:

CITY OF GARDEN GROVE
11391 ACACIA PARKWAY
P. O. BOX 3070
GARDEN GROVE, CA 92642

This is to certify that this document covers City Business within the meaning of Section 6103 of the Government Code. Recordation fee paid under protest.



CITY OF GARDEN GROVE, CALIFORNIA

11391 ACACIA PARKWAY, P.O. BOX 3070, GARDEN GROVE, CALIFORNIA 92642

DEVELOPMENT AGREEMENT

CROWN PACIFIC DEVELOPMENT, INC.

THIS AGREEMENT is made this 17th day of September, 1991, by the CITY OF GARDEN GROVE, a municipal corporation ("CITY"), and CROWN PACIFIC DEVELOPMENT, INC. ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Ordinance No. 2154, adopted July 2, 1990.
2. CITY desires to enter into this DEVELOPMENT AGREEMENT for the construction of a one-story, 10,800 square foot retail building located on the east side of Harbor Boulevard, north of Twintree Avenue, at 12202 Harbor Boulevard.
3. DEVELOPER is qualified by virtue of experience, training, education, and expertise to accomplish the requirements listed herein to the satisfaction of CITY.
4. DEVELOPER owns the property located on the east side of Harbor Boulevard, north of Twintree Avenue, at 12202 Harbor Boulevard.
5. The PROJECT is a development requiring certain discretionary approvals by CITY before it may be constructed.
6. Government Code Section 65864 et seq. provides the authority for CITY to enter into binding development agreements with a developer having a legal and equitable interest in real property.
7. CITY has adopted rules and regulations establishing procedures and requirements for implementing and approving development agreements.
8. Garden Grove Planning Commission approved this project via Resolution No. 4170, approving Site Plan No. SP-106-91.
9. CITY granted approval in contemplation of this Agreement.
10. On September 17, 1991, after a public hearing, the City Council adopted Ordinance #2201 implementing this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Duration. This Agreement shall expire four (4) years from its effective date, unless any duty specified remains executory, in which case this Agreement may be renewed for successive one year terms at discretion of CITY, pursuant to law, until all duties are performed. This renewal shall not be unreasonably withheld.
2. Permitted Uses. The following uses are permitted at the PROJECT: A one-story, 10,800 square foot retail building which allows all appropriate uses as identified in Title IX of the Garden Grove Municipal Code.
3. Density/Intensity. The density or intensity of this project is as follows: 10,800 square feet of leasable retail space, 54 parking stalls, 18,070 square feet of paved surfaces, and 12,023 square feet of landscaping.
4. Maximum Height and Building Size. The maximum height and building size are as follows: 26 feet maximum height and 10,800 square feet maximum building size.
5. Reservation or Dedication. The reservation of easements or dedication of property to City is as follows: No reservations or dedications are required at the time of this Agreement.
6. Improvements. The improvements described in Resolution No. 4170 shall be constructed as follows: All Conditions of Approval found in Resolution No. 4170 relative to the undergrounding of utilities, drainage and grading improvements, as well as landscaping, traffic, water and sewer improvements.
7. Scope of Project. The Project scope shall consist of those uses stated in paragraph two (2), with a density and intensity stated in paragraph three (3), with building height and sizes as stated in paragraph four (4).
8. Resolution/Material Terms. All conditions of approval as per Resolution No. 4170, attached hereto and incorporated herein as Exhibit "1", are material terms of this Agreement. Breach of any condition of approval shall be deemed to be a breach of this Development Agreement.
9. Reimbursement. DEVELOPER shall pay CITY as follows:
 - 9.1 Amount. One percent (1%) of the building permit valuation.
 - 9.2 Not to Exceed. Payment under this Agreement shall not exceed \$4,700.
 - 9.3 Payment Timing. Payment shall be made prior to the issuance of building permits.

10. Records of Expenses. DEVELOPER shall keep records in which complete and correct entries will be made of construction costs. These records will be made available at reasonable times to CITY.
11. City Agreement. CITY hereby agrees that DEVELOPER will be entitled to develop the project in accordance with the approvals and other matters mentioned herein.
12. Reimbursement. DEVELOPER agrees that the sum of three percent (3%) of the cost of the construction will reimburse CITY for the cost of certain city services required by the proposed development that are not otherwise being reimbursed to CITY.
13. Payment Due Date. The reimbursement amount shall be due and payable prior to the issuance of the building permit for the project or one year from the date of approval of this Agreement by the City Council, whichever shall occur first.
14. Termination Provisions. This Agreement may be terminated upon the happening of any of the following events:
 - A. Failure of Developer to perform any of the provisions of this Agreement, or
 - B. Mutual agreement of the parties.
15. Periodic Review. CITY shall review DEVELOPER'S performance every ~~twelve (12) months~~ at the anniversary of the adoption of this Agreement. DEVELOPER shall demonstrate good faith compliance with the terms of this Agreement. If as a result of the review CITY finds and determines, based upon substantial evidence, that DEVELOPER has not complied in good faith with terms or conditions of this Agreement, CITY may terminate the Agreement. This review shall be conducted by the Director of Development Services.
16. City Discretion. CITY retains its right and discretion, under all applicable Codes, to approve or disapprove any item related to this PROJECT which it has not specifically agreed to via this Agreement. DEVELOPER acknowledges that it shall comply with all CITY requirements for applications and permits of any nature and that this Agreement does not relieve DEVELOPER of the necessity of filing appropriate applications and permits.
17. Improvement Schedule. The following improvements shall be constructed by the stated dates:

All improvements as per Planning Commission Resolution No. 4170 shall be completed prior to the issuance of any Certificate of Occupancy.
18. Developer Breach. Failure of DEVELOPER to construct improvements as specified, or to pay amounts specified in a timely fashion, shall result in the withholding of building permits, any other permit or certificate of occupancy until the breach is remedied to satisfaction of CITY.

19. Insurance Requirements.

- 19.1 Commencement of Work. DEVELOPER shall not commence work under this Agreement UNTIL it has obtained all insurance required and this insurance has been approved by CITY; nor shall DEVELOPER allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained and approved. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CITY of any material change, cancellation or termination at least thirty (30) days in advance.
- 19.2 Workers' Compensation Insurance. During the duration of this Agreement, DEVELOPER shall maintain Workers' Compensation Insurance if applicable. DEVELOPER shall also require all subcontractors to provide Workers' Compensation Insurance.
- 19.3 Insurance Amounts. DEVELOPER shall maintain the following insurance for the duration of this Agreement. Comprehensive general liability, automobile liability, professional liability, or other types of liability coverage, in an amount of \$1,000,000.00 per occurrence for bodily injury or property damage.
- 19.4 Endorsements For The Policies Designating CITY As Additional Insured. DEVELOPER shall provide to CITY proof showing the required insurance. Any certificate of insurance must be in a form, content, and with companies approved by CITY.
20. Non-Liability of Officials and Employees of the CITY. No official or employee of CITY shall be personally liable to DEVELOPER in the event of any default or breach by CITY, or for any amount which may become due to DEVELOPER, or any obligation under the terms of this Agreement.
21. Non-Discrimination. DEVELOPER covenants there shall be no discrimination against or segregation of any person, group, or employee due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any action or activity pursuant to this Agreement.
22. General Provisions. It is mutually agreed as follows:
- 22.1 Independent Contractor. It is agreed to that in the performance of the services to be performed by DEVELOPER, DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
- 22.2 Compliance with Law. DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
- 22.3 Conflict of Interest and Reporting. DEVELOPER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

- 22.4 Notices. All notices shall be personally delivered or mailed to the below listed address, or to such other address as may be designated by written notice. These addresses shall be used for delivery of service of process.
- A. Address of DEVELOPER is as follows:
Crown Pacific Development, Inc.
3111 North Tustin Avenue, Suite 110
Orange, CA 92665
- B. Address of CITY is as follows:
City of Garden Grove
11391 Acacia Parkway
Garden Grove, California 92640
- 22.5 DEVELOPER'S Proposal. The Project shall include DEVELOPER'S proposal, as modified by Planning Commission and City Council, which shall be incorporated herein by this reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
- 22.6 Licenses, Permits, Fees and Assessments. At its sole expense, DEVELOPER shall obtain all licenses, permits, and approvals as may be required by this Agreement, or by the nature of the PROJECT.
- 22.7 Familiarity with PROJECT. By executing this Agreement, DEVELOPER warrants that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; (3) it has considered how the work should be performed; and (4) it understands the facilities, difficulties, and restrictions of the work under this Agreement. Should DEVELOPER discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at DEVELOPER'S risk, until written instructions are received from CITY.
- 22.8 Time of Essence. Time is of the essence in the performance of this Agreement.
- 22.9 Limitations Upon Subcontracting and Assignment. The experience, knowledge, capability, and reputation of DEVELOPER, its principals and employees were a substantial inducement for CITY to enter into this Agreement. DEVELOPER shall not contract with any other entity to perform the services required without the written approval of CITY. Neither this Agreement nor any interest may be assigned voluntarily or by operation of law, without the prior written approval of CITY. If DEVELOPER is permitted to subcontract any part of this Agreement, DEVELOPER shall be fully responsible to CITY for the acts and omissions of its subcontractor as it is for the acts and omissions of persons

directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work, including subcontractors, will be considered employees of DEVELOPER. CITY will deal directly with and will make all payments to DEVELOPER. CITY agrees to not unreasonably withhold consent to assignment.

- 22.10 Successor's Interest. The provisions of this Agreement shall be binding upon and inure to successors in interest of the parties and shall be specifically binding upon any future lessees or other owners of an interest in PROJECT.
- 22.11 Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
- 22.12 Indemnification. DEVELOPER agrees to protect, defend, and hold harmless CITY and their elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers or employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY, or any of their elective or appointive boards, officers, agents or employees.
- This hold-harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.
- 22.13 Modification. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and DEVELOPER.
- 22.14 Waiver. All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of CITY and DEVELOPER.
- 22.15 California Law. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced pursuant to this Agreement shall be initiated in the central or main Branch of the Orange County Superior Court.
- 22.16 Interpretation. This Agreement shall be interpreted as though prepared by both parties.

23. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

24. **Fees.** This Agreement shall bind the developer to pay all applicable development fees as per City Council Resolution No. 7363-91 up to maximum fees listed (i.e., building permits, street fees, sanitation fees, water fees, etc.).

IN WITNESS WHEREOF, these parties have executed this Agreement on the day and year shown below.

"CITY"
CITY OF GARDEN GROVE

Dated: 10-30-91

By 
Mayor

ATTEST:



City Clerk
Date: 10/31/91

"DEVELOPER"
CROWN PACIFIC DEVELOPMENT, INC.

DATE: _____


By _____
Its _____

APPROVED AS TO FORM:


Garden Grove City Attorney
Date: 10/22/91

If DEVELOPER is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to City.

6539T/2093A
10/08/91

STATE OF CALIFORNIA
COUNTY OF

Orange

On October 10, 1991 before me, the undersigned, a Notary Public in and for
said State, personally appeared Bryan Dapp and

personally known to me (or proved to me on the
basis of satisfactory evidence) to be the persons who executed the within instrument as
President and Secretary on behalf of

Crown Pacific Development Inc.

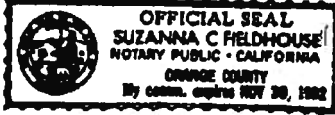
the corporation therein named, and acknowledged to me that
such corporation executed the within instrument pursuant to its
by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

Suzanna C. Feldhouse

(This area for official notarial seal)

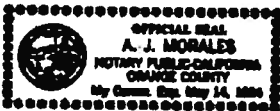


STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

On this 30th day of OCTOBER in the year 1991 before me
personally appeared WALT E. DORRAN and CAROLYN MORRIS
known to me to be the MAYOR and CITY CLERK
of the City of Garden Grove, and known to me to be the persons who
executed the within instrument on the behalf of said public corporation,
and acknowledged to me that such public corporation executed the same.

Witness my hand and official seal.

[Signature]



(VESTING DOC)

RECORDING REQUESTED BY

10609

BK 14089 PG 1521

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

\$4.00

NAME James Weishaar and Sharon Weishaar
ADDRESS 5111 W. 132nd Street
CITY & STATE ZIP Hawthorne, Calif. 90250

SURVEY
MON. FUND
FEE \$10.00

RECORDED AT REQUEST OF
FIRST AMER. TITLE INS. CO.
IN OFFICIAL RECORDS ON
ORANGE COUNTY, CALIFORNIA
8:00 A.M. JUN 8 1981
LEE A. BRANCH, County Recorder

Title Order No. 13-4314 Escrow No. 12584ANA/ms

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.# 231-491-12-19

GRANT DEED

PAID
DOC TRANSFER TAX
LEE A. BRANCH
ORANGE CO. RECORDER

The undersigned declares that the documentary transfer tax is \$ 51.70 and is
 computed on the full value of the interest or property conveyed, or is
 computed on the full value less the value of liens or encumbrances remaining thereon at the time of sale. The land, tenements or realty is located in
 unincorporated area city of Garden Grove and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RUDOLPH J. LEILI, a widower

hereby GRANT(S) to JAMES WEISHAAR and SHARON WEISHAAR, husband and wife as Joint Tenants

the following described real property in the city of Garden Grove
county of Orange state of California:

- Parcel 1: Lot 8 of Tract no. 2782 as per map recorded in book 89 pages 24 and 25 of Miscellaneous Maps in the office of the county recorder of said county.
- Parcel 2: EXCEPT THEREFROM the Westerly 65.75 feet thereof. The Westerly 65.75 feet of Lot 8 of Tract no. 2782 as per map recorded in book 89 pages 24 and 25 of Miscellaneous Maps in the office of the county recorder of said county.

Dated March 23, 1981

Rudolph J. Leili
RUDOLPH J. LEILI

Kingdom of Saudi Arabia
Western Province
City of Jidda

STATE OF CALIFORNIA
COUNTY OF _____
Embassy of the United States
of America ss.

On April 29, 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rudolph J. Leili.

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

John J. Boris
Signature of Notary

John J. Boris
Vice-Consul of the
United States of America

FOR NOTARY SEAL OR STAMP
Assessor's Parcel No. _____

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

Name Street Address City & State

CAL-1 (Rev. 3-79)

END OF RECORDED DOCUMENT

(ITEM 6)

DUPLICATE

SHEET 1 OF 2 SHEETS

89-1

TRACT NO. 2782

IN UNINCORPORATED TERRITORY, ORANGE COUNTY, CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, T4S, R.10W, S.B.M. IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 10 OF MISCELLANEOUS MAPS. IN THE RANCHO LAS BOLSA.

1.062 ACRES

JULY 1955

6 LOTS

We, the undersigned, being all parties having any record title interest in the land covered by this map, do hereby consent to the preparation and recording of this map, as shown within the blue colored border line and we hereby offer for dedication Chaparral Road for public use for highway purposes, the same to be subject to the provisions of said dedication to become effective at such time as Chapter Road is extended and improved.

Margaret E. Siede
MARGARET E. SIEDE
Arthur E. Hirtz
ARTHUR E. HIRTZ

I, Herbert W. Phillips, hereby certify that I am a Licensed Land Surveyor, No. 2782, of the State of California and that this map, consisting of 26 sheets, correctly represents a true and complete survey made under my supervision on July, 1955 that the monuments and the character and will occupy the positions indicated and will be set as such monuments and at such time as agreed upon with the county surveyor and that said monuments and subdivisions to enable the survey to be retraced.

Herbert W. Phillips
Licensed Land Surveyor No. 2782

State of California) as
County of Orange) as
I, L. H. Eckel, County Auditor of the said County of Orange, do hereby certify that, according to the records at my office, there are no liens against the land shown on this map or any part thereof for unpaid State or County taxes or special assessments collected as taxes, excises, fees and special assessments levied or assessed as taxes, excises and fees. Dated this 21st day of April, 1956.

L. H. Eckel
L. H. Eckel, County Auditor

By Richard Hitt
Chief Deputy

TITLE INSURANCE AND TRUST COMPANY

a Corporation
Trustee under Deed (a) of trust.

Walter
Asst. Secretary

I, Allen Storch, County Surveyor of Orange County, California, do hereby certify that I have examined this map and have found it to be substantially the same as the tentative map so filed, amended and approved by the Orange County Planning Commission; that all provisions of the Subdivision Map Act and said County subdivision regulations have been complied with, and I am satisfied said map is technically correct.

Dated this 6 day of April, 1956

Allen S. Storch
County Surveyor

State of California) as
County of Orange) as
I, L. B. Wallace, County Clerk of said County of Orange, do hereby certify that this map was presented for approval to the Board of Supervisors of said County of Orange at a regular meeting thereof held on the 11th day of May, 1956, and that the Board did by an order duly passed and entered approve said map and did accept on behalf of the public the offer of dedication of Chaparral Road as public highway.

Dated this 11 day of May, 1956

L. B. Wallace
County Clerk and ex-officio Clerk of the Board of Supervisors

State of California) as
County of Orange) as
I, L. B. Wallace, County Clerk and ex-officio Clerk of the Board of Supervisors of Orange County, do hereby certify to the County Recorder of Orange County that the provisions of the Subdivision Map Act have been complied with regarding deposits to secure the payment of taxes and assessments on the land covered by this map.

Dated this 11 day of May, 1956

L. B. Wallace
County Clerk and ex-officio Clerk of the Board of Supervisors

22 of Orange)
11-17 of Orange)
73 to 77)
11 of 11 to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.
Witness my hand and official seal
11-17 of Orange)
11 of 11 to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.
Witness my hand and official seal
11-17 of Orange)

State of California)
County of Orange)
11-17 of Orange)
11 of 11 to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.
Witness my hand and official seal
11-17 of Orange)
11 of 11 to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.
Witness my hand and official seal
11-17 of Orange)

69029 NDEP
ACCEPTED
AND
FILED
11-17-56
COUNTY CLERK
ORANGE COUNTY RECORDS
John W. ...
RE 515

45-68

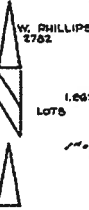
TRACT NO. 2782

IN UNINCORPORATED TERRITORY ORANGE COUNTY CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF THE NW 1/4 OF THE NE 1/4 OF SECTION 34, T.4S, R.10W, S.B.M. IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 51 PAGE 10 OF MISCELLANEOUS MAPS, IN THE RANCHO LAS BOLSAS.

Set P.I.P. topped 2.5' 2782' at all points marked 7105
Set 46' I.P. topped 2.5' 2782' at all lot corners unless otherwise indicated.
All monuments shall occupy positions indicated prior to acceptance of street improvements.

HERBERT L.S.
JULY 1955

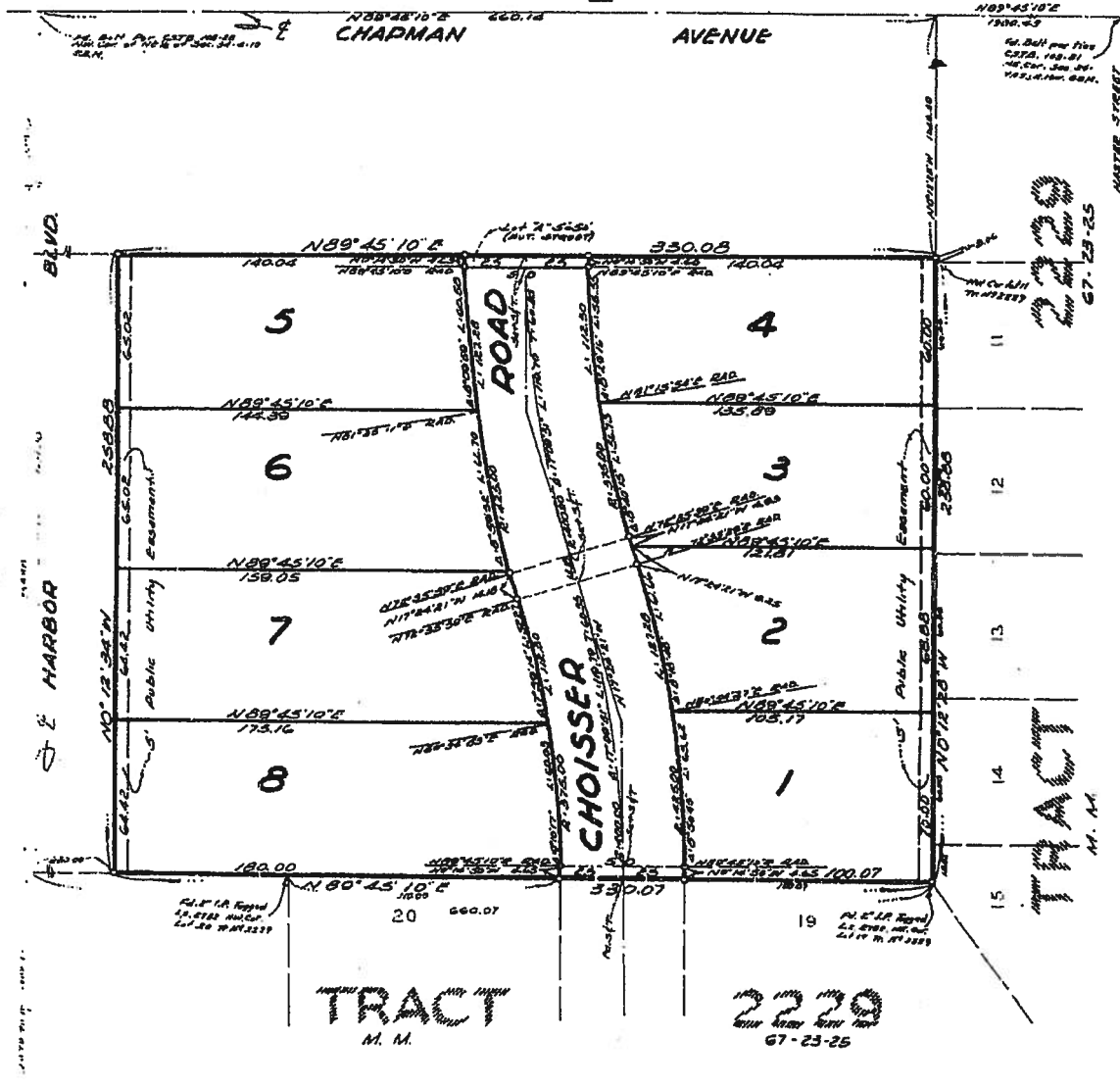


Basis of Bearings
The bearing of N10°12'38"W as shown for the centerline of Harbor Blvd. per Tract 2229 Map 67-23-25 used as the basis of bearings for this tract.

1.662 ACRES
LOTS

Scale

ACCEPTED AND FILED
MAY 17 1955
AT REQUEST OF
FILE NUMBER 67-23-25
ORANGE COUNTY RECORDER
Chas. McFarland
RECORDED



LAMPSON AVENUE
As Shown on Map C.S.T.B. 114-5
S.W. Cor. NE 1/4, Sec. 34, T.4S, R.10W S.B.M.

89
37-23

(ITEM 7)

69425

DECLARATION OF PROTECTIVE RESTRICTIONS AND EASEMENTS

Declarants, Margaret E. Siedle and Arthur E. Hintz, for the purpose of subjection all of the hereinafter described real property and each and every portion thereof to the protective restrictions and conditions hereinafter set forth, do hereby DECLARE AND ESTABLISH AS FOLLOWS:

That the declarants, Margaret E. Siedle and Arthur E. Hintz, are the owners of that certain land in Orange County, California, described as follows:

All of Tract 2782 in the County of Orange, State of California as per map recorded in Book 89 page 24 & 25 of Miscellaneous Maps in the office of the county recorder of said county.

~~2782~~

The terms "said Land", "said property" and "said real property", when used hereafter shall mean and designate the entire above described real property and every portion thereof.

That said property shall be owned, held, used, transferred, sold, mortgaged and leased and/or contracted to be owned, held, used, transferred, sold, mortgaged and leased by the Declarants and their successors in interest subject to the restrictions, conditions and covenants in this declaration set forth, each and all of which is and are for the benefit of said real property and for each and every owner and occupant thereof and shall run with said land.

1. Said land and each lot shall be used for single family residential purposes and for no other purpose. That no more than one dwelling shall ever be erected or maintained on any of the lots in the tract.

2. Each dwelling house shall contain a minimum of 1200 square

ES 103

5-17-56

326801

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ORIGINAL

103

5-

4

feet of living space, exclusive of porches and attached garages. Slab floors are not permitted.

3. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, nor nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 60 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as part of a building, provided however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

4. No solid fence shall be erected or permitted over two feet in height between the street and the front setback line on any of the lots in said property, and no fence or hedge shall exceed 3 feet in height between the street and the front setback line.

5. No horses, cattle, swine, sheep or goats shall be kept or maintained on any of the lots or any part of the said tract, and no business or any trade or commercial activity shall be carried on, nor shall anything be done that may become a public nuisance or a detriment of the neighborhood.

6. These restrictions, easements, conditions, covenants and reservations herein contained shall run with the land and be binding and in force until September 1, 1985, for the mutual benefit of all the lots and property owners of this tract.

Invalidation of any of these restrictions, easements, conditions,

covenants and reservations by a judgment or a court order shall in no way affect or alter any of the other restrictions, which shall continue to remain in full force and effect.

Should any party violate or attempt to violate any of the restrictions, easements, conditions, covenants and reservations herein contained, it shall be lawful for any other person or persons or any owner or owners of any of the lots, to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these restrictions, easements, conditions, covenants and reservations to prevent or enjoin them from so doing, to cause said violation to be remedied or to recover damages for said violation.

A breach of any of the restrictions, easements, conditions, covenants, and reservations, herein contained shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the lot or portion of the lot or lots or portions of lots in the real property covered hereby, but said restrictions, easements, conditions, covenants and reservations shall be binding upon and effective against any owner thereof whose title thereto is acquired by foreclosure, trustee's

5-17-56

M

ORIGINAL

Form 210 7-48 (1-1-55)

STATE OF CALIFORNIA
COUNTY OF

Orange

1956.

By Margaret E. Siedle
Margaret E. Siedle

Arthur E. Hintz
Arthur E. Hintz

On January 25 1956
before me, the undersigned, a Notary Public in
and for said County and State, personally appeared
Margaret E. Siedle
Arthur E. Hintz

known to me to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged that
they executed the same.

WITNESS my hand and official seal.

Merwin M. Condon
Notary Public in and for said County and State.

My Commission expires Aug. 23, 1959

RECORDED AT REQUEST OF
TITLE INSURANCE AND TRUST COMPANY
EGL 635.15 PAGE 34
MAY 17 1956
AT S.F. MIN. PAST...
OFFICIAL RECORDS OF
ORANGE COUNTY CALIFORNIA
By M. Farland
3 60 PRINTED RECORDS

(ITEM 8)

326801

FORM No. 6 JAN 7-54
SOUTHERN CALIFORNIA EDISON COMPANY
EPA 3551 382

84511
GRANT OF EASEMENT
(INDIVIDUAL)

THE GRANTORS, MARGARET E. SIEDLE and ARTHUR E. HINTZ
hereby grant to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace and/or remove, in, on, and over the real property hereinafter described, situated in the County of ORANGE, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows: East lots 1 to 8
The Easterly 6 feet of Lots 1 to 4 inclusive;

A strip of land, 10 feet in width, lying within Lots 5 to 8 inclusive, the centerline of said strip is described as follows: Beginning at a point on the Southerly line of said Lot 8, distant 65.75 feet Easterly thereon from the Westerly line of said Lot 8, thence North 0° 12' 34" West 64.42 feet, thence Northwesterly to a point on the Southerly line of said Lot 5, distant 40.90 feet Easterly thereon from the Westerly line of said Lot 5, thence North 0° 12' 34" West 65.02 feet to the Northerly line of said Lot 5.

The Southerly 6 feet of Lots 1 and 8;

All of said lots being in Tract #2782, as per map recorded in Book 89, pages 24 and 25 of Miscellaneous Maps, records of Orange County.

~~2782~~

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, the Grantors, have executed this instrument this.....day of....., 1956.

Witness:
Signature of Grantor(s):
Margaret E. Siedle
Margaret E. Siedle
Arthur E. Hintz
Arthur E. Hintz

STATE OF CALIFORNIA,
COUNTY OF Orange

On this 18th day of June,
A. D. 1956, before me, Notary Public in and for said County and State, personally appeared Margaret E. Siedle and Arthur E. Hintz, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Marion M. Coulter
Notary Public in and for said County and State.
My Comm. No. 20,199

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF
SOUTHERN CALIF EDISON CO
EPA 3551 382
JUN 20 1956 10 AM
Orange County, California
200

225
JUN 20 1956
BY: [initials]
DATE: 6/1/56

(ITEM 9)

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, MARGARET E. SIEDLE, a married woman as her separate property, and ARTHUR E. HINTZ, a married man as his separate property,

do hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement in construct, place, operate, inspect, maintain, repair, replace and remove such aerial and underground tele- phones, telegraph and communication structures as Grantee may from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, over, under, and upon that certain real property in unincorporated territory County of Orange, State of California described as:

Lots 4 and 1 to 8 inclusive of Tract 2782, as said lots are shown on map of said tract recorded in Book 89 at Pages 24 and 25 of Miscellaneous Maps in the Office of the County Recorder of Orange County.

2782

The above-described easement shall be located on the following portions of said property:

- The easterly five (5) feet of Lots 1 to 4 inclusive.
- The southerly two and one-half (2.5) feet of Lots 1 and 8.
- The easterly ten (10) feet of the westerly 36.35 feet of Lot 5.
- The easterly ten (10) feet of the westerly 45.90 feet of Lot 6.
- The easterly ten (10) feet of the westerly 60.25 feet of Lot 7.
- The easterly ten (10) feet of the westerly 70.75 feet of Lot 8.

X

376801

JUN 29 1956

NEITHER THE VALUE OF THE INTEREST CONVEYED HEREBY NOR THE CONSIDERATION PAID THEREFOR, IS IN EXCESS OF ONE HUNDRED DOLLARS

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement. Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above-described property by reason of negligence on the part of Grantee in the exercise of the easements granted.

IN WITNESS WHEREOF this instrument is executed this 22 day of June, 1956

STATE OF CALIFORNIA) ss.
County of Los Angeles)

ON THIS 22 day of June, 1956

Before me, Vera Brown, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Margaret E. Siedle known to me to be the person whose name subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposes and says: That he resides in Orange County and that he was present and saw Margaret E. Siedle and Arthur E. Hintz

Margaret E. Siedle
Margaret E. Siedle
Arthur E. Hintz
Arthur E. Hintz

RECORDED AT REQUEST OF
ORANGE CO. TITLE CO.
REC 3562 PAGE 584
JUN 29 1956

ATTEST: John McFarland
OFFICIAL RECORDS OF
ORANGE COUNTY CALIFORNIA
COUNTY RECORDER

personally known to him to be the same person whose name is subscribed to the within and annexed instrument, execute and deliver the same, and she acknowledged to said affiant that she executed the same; and that said affiant subscribed his name thereto as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Vera Brown
Notary Public in and for said County and State
My commission expires March 21, 1961

APPROVED AS TO FORM AND EXECUTION
Clerk, Felix B. Hall, Attorney
By J. M. Smith
6-26-56

WITNESS: Vera Brown
97-036 1-3-36 1
(100111111)

(ITEM 10)

113

11
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01
3

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number):
Recording requested by and return to:
RUDY GABA, JR. (#230475)
HOLLINS-SCHECHTER
1851 E. FIRST STREET, 6TH FLOOR
SANTA ANA, CA 92705 - 4017
TEL: (714) 558 - 9119 FAX: (714) 558 - 9091

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

16.00
2009000656573 9:57 am 12/08/09
276 418 A03 1
0.00 0.00 0.00 0.00 0.00 10.00 0.00 0.00

ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
STREET ADDRESS: 23141 MOULTON PKWY
MAILING ADDRESS:
CITY AND ZIP CODE: LAGUNA HILLS CA 92653
BRANCH NAME: LAGUNA HILLS JUSTICE CENTER

FOR RECORDER'S USE ONLY

PLAINTIFF: CACH, LLC.

CASE NUMBER:
30-2008-00085883

DEFENDANT: JAMES M WEISSHAAR, AN INDIVIDUAL

ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS Amended

FOR COURT USE ONLY

1. The judgment creditor assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

JAMES M WEISSHAAR, AN INDIVIDUAL
14511 NEWLAND ST
MIDWAY CITY CA 92655-1053

b. Driver's license No. and state:

Unknown

c. Social security No.: ***-**-5114

Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address): JAMES M WEISSHAAR, AN INDIVIDUAL
14511 NEWLAND ST, MIDWAY CITY CA 92655-1053

2. Information on additional judgment debtors is shown on page 2.

4. Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

CACH, LLC. c/o HOLLINS SCHECHTER, 1851 E. FIRST ST., 6TH FLR, SANTA ANA, CA 92705

5. Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: October 6, 2009

RUDY GABA, JR.

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:
2882.05

10. An execution lien attachment lien is endorsed on the judgment as follows:

a. Amount: \$ 0.00

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 03/13/2009

b. Renewal entered on (date):

9. This judgment is an installment judgment.

11. A stay of enforcement has

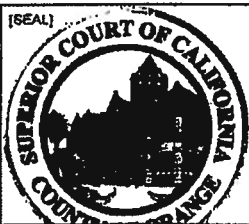
a. not been ordered by the court.

b. been ordered by the court effective until (date):

12. a. I certify that this is a true and correct abstract of the judgment entered in this action.

b. A certified copy of the judgment is attached.

Clerk, by Alan Carlson S. Juarez, Deputy



This abstract issued on (date):

NOV 05 2009

17197

Orange \$ 19.00

2667 PAGE 2

2667-2

GRANT OF EASEMENT (CORPORATION) 10341

LAMPSON HOMES, INC.

a corporation, organized under the laws of the State of California, and having its principal place of business at 2208 Beverly Boulevard, Los Angeles in said State, hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace, and/or remove, in, on and over the real property hereinafter described, situated in the County of ORANGE, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

- The West 6 feet of Lots 1 to 6, inclusive, 15 to 22, inclusive, 31 to 38, inclusive, 47 to 54, inclusive, 63 to 70, inclusive, and 103;
- The East 6 feet of Lots 7, to 14, inclusive, 23 to 30, inclusive, 39 to 46, inclusive, 55 to 62, inclusive, 93 to 102, inclusive, and 107;
- The Northeast 6 feet of Lots 92 and 200;
- The Southwest 6 feet of Lots 5 and 90;
- The North 6 feet of Lots 7, 22, 23, 36, 39, 54, 55, 70, 105, to 117, inclusive, 131 to 150, inclusive, 166 to 193, inclusive, and 200 to 217, inclusive;
- The South 6 feet of Lots 8, 21, 24, 37, 40, 53, 56, 69, 118 to 130, inclusive, 151 to 167, inclusive, and 185 to 199, inclusive;
- A 10-foot strip of land in Lot 181, the centerline of which is described as follows:

Beginning at a point in the West line of Lot 181 distant 41.60 feet Southerly measured thereon from the most Northwesterly corner of said Lot 181; thence, North-easterly in a straight line to a point in the North line of said Lot distant 30 feet Easterly measured thereon from said most Northwesterly corner.

The East 30 feet of the North 2 feet of Lot 93; The East 30 feet of the South 2 feet of Lot 92; All in Tract No. 2012 as per map recorded in Book 55 of Miscellaneous Maps, pages 17, 45, and 49, records of said Orange County.

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, said LAMPSON HOMES, INC. has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary, thereto duly authorized, this 1st day of February, 1954.

LAMPSON HOMES, INC. By: Kenneth A. Volk President By: Robert B. McLean Secretary

STATE OF CALIFORNIA COUNTY OF

Los Angeles

Notary Public in and for said County and State, personally appeared Robert B. McLean known to me to be the secretary of LAMPSON HOMES, INC. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors

WITNESS my hand and official seal

Signature of Notary Public

SPACE BELOW FOR RECORDER'S USE ONLY

RECORDED AT REQUEST OF SOUTHERN CALIF. EDISON CO. BOOK 2667 PAGE 2 FEB 10 1954 AT 2:40 P.M. MIN. PASF. 114 M OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA Ruby M. Stalder COUNTY RECORDER

25386

2704 396

Garden Grove Exchange

Tract 2012

25386

GRANT OF EASEMENT

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, LAMPSON BOWES, INC., a corporation, does hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement to construct, place, operate, inspect, maintain, repair, replace and remove such aerial and underground telephone, telegraph and communication structures as Grantee may from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, over, under, and upon that certain real property in unincorporated territory, County of Orange, State of California described as:

Lots 1 to 5 inclusive, 7 to 90 inclusive, 92 to 183 inclusive and 185 to 217 inclusive of Tract 2012, as said lots are shown on map of said tract recorded in Book 55 at Pages 47, 48 and 49 of Miscellaneous Maps in the Office of the County Recorder of Orange County.

The above-described easement shall be located on the following portions of said property:

- The westerly six (6) feet of Lots 1 to 5 inclusive, 15 to 22 inclusive, 31 to 38 inclusive, 47 to 54 inclusive and 63 to 70 inclusive.
- The easterly five (5) feet of Lots 7 to 14 inclusive, 23 to 30 inclusive, 39 to 46 inclusive, 55 to 62 inclusive and 92 to 102 inclusive.
- The southerly six (6) feet of Lots 71 to 90 inclusive, 118 to 133 inclusive, 151 to 167 inclusive and 185 to 199 inclusive.
- The northerly six (6) feet of Lots 103 to 117 inclusive, 134 to 150 inclusive, 168 to 183 inclusive and 200 to 217 inclusive.
- The westerly five (5) feet of the southerly fifteen (15) feet of Lot 90.
- The westerly five (5) feet of the southerly 35.8 feet of Lot 132.
- The easterly five (5) feet of the southerly 35.8 feet of Lot 130.
- The westerly five (5) feet of the northerly 41.60 feet of Lot 181.
- The southerly two and one-half (2.5) feet of Lots 21, 24, 37, 40, 53 and 56.
- The southerly two and one-half (2.5) feet of Lots 22, 23, 38, 39, 54 and 55.
- The westerly two and one-half (2.5) feet of Lots 85, 114, 121 and 147.
- The easterly two and one-half (2.5) feet of Lots 86, 115, 120 and 148.
- The northerly two (2) feet of the easterly twenty-five (25) feet of Lot 7.
- The southerly two (2) feet of the easterly twenty-five (25) feet of Lot 8.
- The southerly two (2) feet of the westerly twenty-five (25) feet of Lot 69.
- The northerly two (2) feet of the westerly twenty-five (25) feet of Lot 70.
- The easterly two (2) feet of the southerly twenty-five (25) feet of Lot 153.
- The westerly two (2) feet of the southerly twenty-five (25) feet of Lot 154.

VALUE OF THE EASEMENT IS \$1.00



ORIGINAL

2538

2704 396

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above described property by reason of negligence on the part of Grantee in the exercise of the easements granted.

IN WITNESS WHEREOF this instrument is executed this 9th day of MARCH 1954.

LAMPSON HOMES, INC.

By [Signature]
SECRETARY

By [Signature]
PRESIDENT

Approved by the Board of Directors
4-2-54
Lampson Homes, Inc.
137 Coast

STATE OF CALIFORNIA

County of San Diego

On this 9th day of MARCH, A.D. 1954, before me

a Notary Public in and for the said County and State, personally appeared

Thomas B. Lane known to me to be the President, and Richard D. [Signature] known to me to be the Secretary of the

Lampson Homes, Inc. the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year in the foregoing first above written.

[Signature] Notary Public in and for said County and State.

RECORDED AND RETURNED TO
FRANCISCO TITLE CO
2704 396

MAR 11 1954
[Additional stamps and signatures]

M

ORIGINAL

Page 2 of 2 Pages

LCDT

RECORDING REQUESTED BY
OLD REPUBLIC TITLE COMPANY

DOC # 93-0095651
16-FEB-1993 08:00 AM

Recorded in Official Records
of Orange County, California
Lee A. Branch, County Recorder
Page 1 of 10 Fees: \$ 32.00
Tax: \$ 0.00

WITHIN RECORDED RETURN TO:
NORTH AMERICAN MORTGAGE COMPANY*
P.O. BOX 808031
PETALUMA, CA 94976-8031
FINAL REVIEW DEPT. 742F

(Space Above This Line For Recording Data)

K26

848384-833

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **FEBRUARY 18T,**
1993. The trustor is **ROBERT L. DONOVAN, ~~AN UNMARRIED MAN~~ AN UNMARRIED MAN**

SONOMA CONVEYANCING CORPORATION
NORTH AMERICAN MORTGAGE COMPANY*

("Borrower"). The trustee is
("Trustee"). The beneficiary is

and existing under the laws of **DELAWARE**
3883 AIRWAY DRIVE, SANTA ROSA, CA 95403

, and whose address is

("Lender"). Borrower

owes Lender the principal sum of **ONE HUNDRED TWENTY FIVE THOUSAND AND 00/100**

Dollars (U.S. \$ **125,000.00**). This debt is evidenced

by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **MARCH 01, 2023**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **ORANGE** County, California:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AS A SEPARATE EXHIBIT AND IS MADE A PART HEREOF.

SEE RIDER(S) HERETO ATTACHED AND EXPRESSLY MADE A PART HEREOF.

which has the address of **12551 TWINTREE LANE**, **GARDEN GROVE**
(Street) (City)
California **92640** ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

CALIFORNIA - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT

FORM 1005 9/90

REA 3905
VERSION 8.0 (12/1/82)

Page 1 of 6 Initial

LR110CAA

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all the sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the

total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condempnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (ii) cures any default of any other covenants or agreements; (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (iv) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the

obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee

herein and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

24. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] **MISREPRESENTATION RIDER**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Robert L. Donovan (Seal)
ROBERT L. DONOVAN -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Space Below This Line For Acknowledgment)

State of California

County of Orange

On FEBRUARY 03, 1993 before me, C. HAUVER
(Notary Public), personally appeared ROBERT L. DONOVAN

~~PROVED TO ME~~ proved to me on the basis of satisfactory evidence to be the person ~~(or~~ whose name ~~(is~~ is/are subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity ~~(and~~, and that by his/~~her~~ signature ~~(on~~ on the instrument the person ~~(or~~, or the entity upon behalf of which the person ~~(or~~ acted, executed the instrument.

WITNESS my hand and official seal.

Signature: C. Hauver

(Seal)



LOT 214 OF TRACT NO. 2012, IN THE CITY OF GARDEN GROVE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 55, PAGE(S) 47,48 AND 49 OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBONS BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN INSTRUMENTS OF RECORD.

EXCEPT THEREFROM ALL WATER AND SUBSURFACE WATER RIGHTS, BELOW A DEPTH OF 500 FEET, WITHOUT THE RIGHT OF SURFACE ENTRY, AS DEDICATED OR RESERVED IN INSTRUMENTS OF RECORD.

Robert L. Davidson 2-03-93
BORROWER'S SIGNATURE DATE

ADJUSTABLE RATE RIDER
(1 Year Treasury Index-Rate Caps-Fixed Rate Conversion Option)

THIS ADJUSTABLE RATE RIDER is made this 18T day of FEBRUARY, 19 83, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NORTH AMERICAN MORTGAGE COMPANY.

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 12551 TWINTREE LANE, GARDEN GROVE CA 92640

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY. THE NOTE ALSO CONTAINS THE OPTION TO CONVERT THE ADJUSTABLE RATE TO A FIXED RATE.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 8.500%. The Note provides for changes in the adjustable interest rate and the monthly payments, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The adjustable interest rate I will pay may change on the first day of APRIL, 19 84, and on that day every 12th month thereafter. Each date on which my adjustable interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 1 year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 875/1000 percentage point(s) (2.875 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 7.500 % or less than 3.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.500 %, which is called the "Maximum Rate."

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my adjustable interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. FIXED INTEREST RATE OPTION

The Note provides for the Borrower's option to convert from an adjustable interest rate with interest rate limits to a fixed interest rate, as follows:

5. FIXED INTEREST RATE CONVERSION OPTION

(A) Option to Convert to Fixed Rate

I have a Conversion Option that I can exercise unless I am in default or this Section 5(A) will not permit me to do so. The "Conversion Option" is my option to convert the interest rate I am required to pay by this Note from an adjustable rate with interest rate limits to the fixed rate calculated under Section 5(B) below.

The conversion can only take place on a date(s) specified by the Note Holder during the period beginning on the first Change Date and ending on the fifth Change Date. Each date on which my adjustable interest rate can convert to the new fixed rate is called the "Conversion Date."

If I want to exercise the Conversion Option, I must first meet certain conditions. These conditions are that: (i) I must give the Note Holder notice that I want to do so; (ii) on the Conversion Date, I must not be in default under the note or the Security Instrument, (iii) by a date specified by the Note Holder.

I must pay the Note Holder a conversion fee of U.S. \$ 250.00 ; and (iv) I must sign and give the Note Holder any documents the Note Holder requires to effect the conversion.

(B) Calculation of Fixed Rate

My new, fixed interest rate will be equal to the Federal National Mortgage Association's required net yield as of a date and time of day specified by the Note Holder for (i) if the original term of the Note is greater than 15 years, 30-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%), or (ii) if the original term of this Note is 15 years or less, 15-year fixed rate mortgages covered by applicable 60-day mandatory delivery commitments, plus five-eighths of one percentage point (0.625%), rounded to the nearest one-eighth of one percentage point (0.125%). If this required net yield cannot be determined because the applicable commitments are not available, the Note Holder will determine my interest rate by using comparable information. My new rate calculated under this Section 5(B) will not be greater than the Maximum Rate stated in Section 4(1D) above.

(C) New Payment Amount and Effective Date

If I choose to exercise the Conversion Option, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe on the Conversion Date in full on the Maturity Date at my new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment. Beginning with my first monthly payment after the Conversion Date, I will pay the new amount as my monthly payment until the Maturity Date.

C. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.


If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. If Borrower exercises the Conversion Option under the conditions stated in Section B of this Adjustable Rate Rider, the amendment to Uniform Covenant 17 of the Security Instrument contained in Section C 1 above shall then cease to be in effect, and the provisions of Uniform Covenant 17 of the Security Instrument shall instead be in effect, as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


..... (Seal)
ROBERT L. DONOVAN Borrower

..... (Seal)
..... Borrower

..... (Seal)
..... Borrower

..... (Seal)
..... Borrower

MISREPRESENTATION AND NONDISCLOSURE RIDER

THIS MISREPRESENTATION AND NONDISCLOSURE RIDER is made this 18th day of FEBRUARY, 19 83, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NORTH AMERICAN MORTGAGE COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

12551 TWINTREE LANE, GARDEN GROVE, CA 92640
(Property Address)

MISREPRESENTATION AND NONDISCLOSURE COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. Borrower and/or his or her agent or broker, has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the Borrower's Note or notes that the Security Instrument secures and, if Borrower has made any material misrepresentation or failed to disclose any material fact in relation thereto, Lender, at its option and without prior notice or demand, shall have the right to declare the indebtedness secured by this Security Instrument, irrespective of the maturity date specified in the Borrower's Note or notes secured by the Security Instrument, immediately due and payable.
- B. Trustee (if designated in the Security Instrument), upon presentation to it of an affidavit signed by Lender setting forth facts showing a default by Borrower under this Rider, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon pursuant to this Rider and the terms of paragraph 21. Acceleration; Remedies of the Security Instrument.
- C. The beneficial interest or ownership of the Security Instrument may be sold to a third party investor or agency ("Investor"). During the time such beneficial interest or ownership of the Security Instrument is vested with the Investor, the provisions of this Rider are temporarily suspended and of no force or effect; however, such suspension shall be lifted if: (1) the Investor transfers such ownership or beneficial interest back to the Lender; or (2) the Investor instructs the Lender in writing that such suspension is lifted and the terms of the Rider are to be enforced as set forth above in paragraphs A. and B.
- D. In the event Lender commences any lawsuit or other legal proceeding (whether sounding in contract or in tort, in law or in equity) seeking any remedy (including damages or equitable remedies) available to Lender arising out of or resulting from any material misrepresentation by Borrower or any failure by Borrower to disclose any material fact, Lender shall be entitled to recover from Borrower all litigation costs and expenses, including attorneys' fees, incurred by Lender in connection with such lawsuit or legal proceeding.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Misrepresentation and Nondisclosure Rider.


Borrower ROBERT L. DONOVAN (Seal)

Borrower (Seal)

Borrower (Seal)

Borrower (Seal)

Recording Request by:
Zang Recording Services on
behalf of: AS

Recorded In Official Records, Orange County

Tom Daly, Clerk-Recorder

24.00

Recording requested by and
when recorded return to:
WASHINGTON MUTUAL BANK
250 COMMERCE
2ND FLOOR
IRVINE, CA 92602
ATTN: TICOR TITLE NLS

2006000570893 12:43pm 08/25/06

108 73 D11 7

0.00 0.00 0.00 0.00 18.00 0.00 0.00 0.00



**WaMu Equity Plus™
DEED OF TRUST**

Loan Number: 0705530145

THIS DEED OF TRUST is between:
ROBERT L. DONOVAN

whose address is:

12551 TWINTREE LN GARDEN GROVE, CA 92840-4233

("Trustor"); TICOR TITLE NLS, a CALIFORNIA

corporation, the address of which is:

250 COMMERCE 2ND FLOOR IRVINE, CA 92602

and its successors in trust and assigns ("Trustee"); and
WASHINGTON MUTUAL BANK, A FEDERAL ASSOCIATION, WHICH IS ORGANIZED AND
EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND WHOSE ADDRESS IS
2273 N GREEN VALLEY PARKWAY, SUITE #14, HENDERSON, NV 89014 ("BENEFICIARY") AND
ITS SUCCESSORS OR ASSIGNS.

1. **Granting Clause.** Trustor hereby grants, bargains, sells and conveys to Trustee in
trust, with power of sale, the real property in ORANGE County, California,
described below and all interest in it Trustor ever gets:

LT: 214 SD: TRACT 2012 BK: 55 PG: 47-49 OF MISCELLANEOUS MAPS, COUNTY OF ORANGE,
CA

ACCOMODATION ONLY THIS INSTRUMENT FILED
FOR RECORD BY TICOR TITLE COMPANY IS AN
ACCOMMODATION ONLY. IT HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION, OR AS TO ITS
EFFECTS UPON TITLE
560025818

Tax Parcel Number: 231-521-09 together with all
insurance and condemnation proceeds related to it; all plumbing, lighting, air conditioning and
heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in

4380 (03/24/06) w7.2

BANK

Page 1 of 7

appliances and other fixtures at any time installed on or in or used in connection with such real property.

All of the property described above will be called the "Property". As used herein "State" shall refer to the state of California.

2. **Obligation Secured.** This Deed of Trust is given to secure performance of each promise of Trustor contained herein and in a WaMu Equity Plus(TM) Agreement and Disclosure with Beneficiary of even date herewith with a maximum credit limit of \$50,000.00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Trustor under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Trustor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Trustor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust, and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, all amounts due under the Credit Agreement are due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date"). All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt".

3. **Representations of Trustor.** Trustor represents that:

(a) Trustor is the owner of the Property, which is unencumbered except by: easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes.

4. **Promises of Trustor.** Trustor promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Beneficiary's written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security;

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Subject to the rights of the holder of any lien described in 3(a), Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy shall

be applied to the repair of such improvements, unless doing so would impair Beneficiary's security, in which event such proceeds may be applied upon any indebtedness hereby secured. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale.

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Trustor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Trustor's name and to execute all documents necessary to transfer title if there is a default; and

(h) To advise Beneficiary immediately in writing of any change in Trustor's name, address or employment.

5. Sale, Transfer or Further Encumbrance of Property. Subject to applicable law, the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Trustor by contract of sale or otherwise including, without limit, any further encumbrance of the Property.

6. Curing of Defaults. If Trustor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Trustor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Trustor shall be secured by this Deed of Trust; at Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder; such shall not relieve Beneficiary from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Trustor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so.

7. Remedies For Default.

(a) Prompt performance under this Deed of Trust is essential. If Trustor does not pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, or if Trustor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust, or if any representation of Trustor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Trustor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law, Trustee shall sell the Property, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Trustor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the

proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust; and, (iii) the surplus, if any, shall go to the person(s) legally entitled thereto.

(b) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Trustor had or had the power to convey at the time of execution of this Deed of Trust and any interest which Trustor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the state of California.

(d) By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. Condemnation; Eminent Domain. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt, shall, except as required by applicable law, be paid to the Debt.

9. Fees and Costs. Trustor shall pay Beneficiary's and Trustee's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Deed of Trust; in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust; and, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. Reconveyance. Trustee shall reconvey the Property to the person entitled thereto, on written request of Beneficiary, or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Trustor a reconveyance fee together with fees for the recordation of the reconveyance documents unless prohibited by law. If your Credit Line is cancelled or terminated, subject to applicable law, we may delay the cancellation or reconveyance of your security instrument for a reasonable period of time to enable us to post to your Credit Line Account any advances that you have received.

11. Trustee; Successor Trustee. Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original trustee. The Trustee is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Trustor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Savings Clause. If a law, which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges, is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already

collected from Trustor which exceeded permitted limits will be refunded to Trustor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

13. Miscellaneous. This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one (1) person shall be read to refer to more than one (1) person if two (2) or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with Federal law and, to the extent Federal law doesn't apply, the laws of the state of California. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect.

14. Beneficiary and Similar Statements. Beneficiary may collect a fee in the maximum amount allowed by law for furnishing any beneficiary statement, payoff demand statement or similar statement.

15. Riders. If one (1) or more riders are executed by Trustor and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Condominium Rider

Other: _____

(specify)

Planned Unit Development Rider

0705530145

By signing below Trustor accepts and agrees to the provisions of this Deed of Trust and of any rider(s) executed by Trustor concurrently therewith.

DATED at Garden Grove, California this 18 day of August, 2006.

TRUSTOR(S):

Robert L. Donovan
ROBERT L DONOVAN

STATE OF CALIFORNIA

COUNTY OF Orange

On 8/18/06 before me, Kevin Tran, Notary Public,
(here insert name)

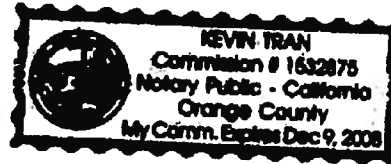
personally appeared
ROBERT L DONOVAN

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal or Stamp)

Signature: [Signature]
My Commission expires: Dec 9, 2008
My Commission number: 1532875



REQUEST FOR FULL RECONVEYANCE

Do not record. To be used only when Trustor's indebtedness has been repaid and Credit Agreement cancelled.

TO: TRUSTEE _____

The undersigned is Trustee of the within Deed of Trust, and the legal owner and holder of the WaMu Equity Plus(TM) Agreement secured thereby. Said Deed of Trust is hereby surrendered to you for reconveyance and you are requested, upon payment of all sums owing to you, to reconvey, without warranty, to the person(s) entitled thereto, the right, title and interest now held by you thereunder.

DATE: PENALTY OF PERJURY AFFIDAVIT (GOVERNMENT CODE 27361.7)

I Certify under the penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Notary Name : **KEVIN TRAN**
My Commission Expires: **December 9, 2008**
County of Principal of Business: **ORANGE**
Place of Execution: **Garden Grove**

Vendor# **NNA1**
Notary Registration #: **1532875**
Date: **August 24, 2006**
Signature: [Signature]

1/27/54

2-10-54

ORIGINAL

REV
S. S.
1-2-2012
45-91
CORP. SEC. DEPT.
C. C.
JC 402
DATE

274328

2667 PAGE 2

2667-2

GRANT OF EASEMENT
(CORPORATION)
10341

LAMPSON HOMES, INC.

a corporation, organized under the laws of the State of California, and having its principal place of business at 220E Beverly Boulevard, Los Angeles in said State, hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, the right to construct, use, maintain, alter, add to, repair, replace, and/or remove, in, on and over the real property hereinafter described, situated in the County of ORANGE, State of California, an electric line, consisting of poles, necessary guys and anchors, cross-arms, wires and other fixtures and appliances, for conveying electric energy to be used for light, heat, power, telephone and/or other purposes.

Said real property is described as follows:

- The West 6 feet of Lots 1 to 6, inclusive, 15 to 22, inclusive, 31 to 38, inclusive, 47 to 54, inclusive, 63 to 70, inclusive, and 103;
- The East 6 feet of Lots 7, 14, inclusive, 23 to 30, inclusive, 39 to 46, inclusive, 55 to 62, inclusive, 93 to 102, inclusive, and 107;
- The Northeast 6 feet of Lots 92 and 200;
- The Southwest 6 feet of Lots 5 and 90;
- The North 6 feet of Lots 7, 22, 23, 38, 39, 54, 55, 70, 105, to 117, inclusive, 131 to 150, inclusive, 168 to 193, inclusive, and 200 to 217, inclusive;
- The South 6 feet of Lots 8, 21, 24, 37, 40, 53, 56, 69, 118 to 130, inclusive, 151 to 167, inclusive, and 185 to 199, inclusive;

A 10-foot strip of land in Lot 181, the centerline of which is described as follows:
Beginning at a point in the West line of Lot 181 distant 41.60 feet Southerly measured thereon from the most Northwesterly corner of said Lot 181; thence, North-easterly in a straight line to a point in the North line of said Lot distant 30 feet Easterly measured thereon from said most Northwesterly corner.

The East 30 feet of the North 2 feet of lot 93;
The East 30 feet of the South 2 feet of lot 92;
All in Tract No. 2012 as per map recorded in Book 55 of Miscellaneous Maps, pages 17, 45, and 49, records of said Orange County.

The Grantee, its successors and assigns, and its and their respective agents and employees, shall have the right to trim or top such trees as may endanger or interfere with said electric line, and shall have free access to said electric line and every part thereof, at all times, for the purpose of exercising the rights herein granted.

IN WITNESS WHEREOF, said LAMPSON HOMES, INC. has caused its corporate name and seal to be affixed hereto and this instrument to be executed by its President and Secretary, thereunto duly authorized, this 1st day of February, 1954.

LAMPSON HOMES, INC.
By: Kenneth J. Volk, President
By: [Signature], Secretary

STATE OF CALIFORNIA
COUNTY OF
Los Angeles
On February 1st, 1954, before me, a Notary Public in and for said County and State, personally appeared Kenneth J. Volk, known to me to be the president and Robert B. McLean, known to me to be the secretary of LAMPSON HOMES, INC., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of the said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.
WITNESS my hand and official seal.
[Signature]
Notary Public for said County and State.
Expires: May 16, 1955.

SPACE BELOW FOR RECORDER'S USE ONLY
RECORDED AT REQUEST OF
SOUTHERN CALIF. EDISON CO.
BOOK 2667 PAGE 2
FEB 10 1954
AT 10 MIN PAST 10
OFFICIAL RECORDS OF
ORANGE COUNTY, CALIFORNIA
County Recorder
COUNTY RECORDER

25386

2704 396

Garden Grove Exchange

Tract 2012

25386

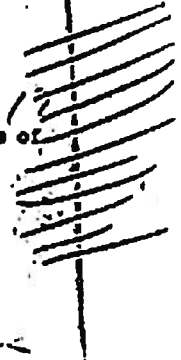
GRANT OF EASEMENT

For and in consideration of the sum of One Dollar, receipt of which is hereby acknowledged, LAMPSON HOMES, INC., a corporation, does hereby grant to THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, a corporation, its successors and assigns, an easement to construct, place, operate, inspect, maintain, repair, replace and remove such aerial and underground telephone, telegraph and communication structures as Grantee may from time to time require, consisting of poles, anchors, wires, cables, conduits, manholes, markers, and necessary fixtures and appurtenances, over, under, and upon that certain real property in unincorporated territory, County of Orange, State of California described as:

Lots 1 to 5 inclusive, 7 to 90 inclusive, 92 to 183 inclusive and 185 to 217 inclusive of Tract 2012, as said lots are shown on map of said tract recorded in Book 55 at Pages 47, 48 and 49 of Miscellaneous Maps in the Office of the County Recorder of Orange County.

The above-described easement shall be located on the following portions of said property:

- The westerly six (6) feet of Lots 1 to 5 inclusive, 15 to 22 inclusive, 31 to 38 inclusive, 47 to 54 inclusive and 63 to 70 inclusive.
- The easterly five (5) feet of Lots 7 to 14 inclusive, 23 to 30 inclusive, 39 to 46 inclusive, 55 to 62 inclusive and 92 to 102 inclusive.
- The southerly six (6) feet of Lots 71 to 90 inclusive, 118 to 133 inclusive, 151 to 167 inclusive and 185 to 199 inclusive.
- The northerly six (6) feet of Lots 103 to 117 inclusive, 134 to 150 inclusive, 168 to 183 inclusive and 200 to 217 inclusive.
- The westerly five (5) feet of the southerly fifteen (15) feet of Lot 90.
- The westerly five (5) feet of the southerly 35.8 feet of Lot 132.
- The easterly five (5) feet of the southerly 35.8 feet of Lot 130.
- The westerly five (5) feet of the northerly 41.60 feet of Lot 181.
- The southerly two and one-half (2.5) feet of Lots 21, 24, 37, 40, 53 and 56.
- The northerly two and one-half (2.5) feet of Lots 22, 23, 38, 39, 54 and 55.
- The westerly two and one-half (2.5) feet of Lots 85, 114, 121 and 147.
- The easterly two and one-half (2.5) feet of Lots 86, 115, 120 and 148.
- The northerly two (2) feet of the easterly twenty-five (25) feet of Lot 7.
- The southerly two (2) feet of the easterly twenty-five (25) feet of Lot 8.
- The southerly two (2) feet of the westerly twenty-five (25) feet of Lot 69.
- The northerly two (2) feet of the westerly twenty-five (25) feet of Lot 70.
- The easterly two (2) feet of the southerly twenty-five (25) feet of Lot 153.
- The westerly two (2) feet of the southerly twenty-five (25) feet of Lot 154.



ORIGINAL
Page 1 of 2

4-6-54
2704 396

RECORDED IN THE
OFFICE OF THE COUNTY RECORDER
COUNTY OF ORANGE
CALIFORNIA
MAY 11 1954

2538

2704.396 Page 2 of 2

Grantor covenants for himself, his successors and assigns not to place or maintain any building or structure on said easement.

Grantor also grants to Grantee the right to trim such trees and other foliage and to cut such roots on said property as may be necessary for the protection of said structures, and to enter upon said property at all times for the purpose of exercising the rights hereby granted. Grantee shall be liable to Grantor for any damage which may occur to the above described property by reason of negligence on the part of Grantee in the exercise of the easements granted.

IN WITNESS WHEREOF this instrument is executed this 9th day of MARCH 1954.

LAMPSON HOMES, INC.

By [Signature]
SECRETARY

By [Signature]
PRESIDENT

Approved by the Board of Directors
4-2-54
LAMPSON HOMES, INC.
100 Grant

STATE OF CALIFORNIA,
County of San Diego

On this 9th day of MARCH, A.D. 1954, before me,

a Notary Public in and for the said County and State, personally appeared

Francis B. Lane, Jr. known to me to be the
President, and William H. Lane, Jr. known to me
to be the Secretary of the

LAMPSON HOMES, INC.

the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in the foregoing first above written.

Francis B. Lane, Jr. Notary Public in and for said County and State.

RECORDED AND INDEXED BY
FRANCIS CO. TITLE CO.
MAR 10 1954

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ORIGINAL

Pages

Page

Subject: Re: State of CA

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Mon, 14 May 2012 14:04:07 -0700

To: Matt Fertal <mattf@ci.garden-grove.ca.us>

CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>, Dave Rose <drose3@charter.net>, "Chris D'Avignon" <c.davignon@landanddesign.com>, Greg Blodgett <greg1@ci.garden-grove.ca.us>

As of the 10th of May, what is the latest from the State?

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

On May 4, 2012, at 11:18 AM, Matt Fertal wrote:

Matt,

We definitely share your frustration. The State has put us all in to a terrible holding pattern. We are diligently working through this as best we can. The entitlements are moving as expeditiously as possible. This is a very ambitious development program. Its like squeezing 15 pounds in a 5 pound bag. No one is disagreeing with the development program, but it does carry with it very complex development and environmental issues. I think the land assembly has gone extremely well and I am confident that the remaining three parcels will be acquired and included into the development scheme.

I did mention to Greg, that the City remains committed to this project and will consider alternatives to assisting in this development should the State DOF fail to recognize the DDA as an Enforceable Obligation. Although I understand the time sensitivity of all the parties, its best to allow the State DOF process play out before we try to memorialize any other alternative.

The 10 day review by the State DOF expires May 10th. We have been forwarding to them numerous documents. We can circle back with an update at the end of next week. Again, despite these challenges, the City remains extremely committed to this project and will do what ever it takes to make this project a reality.

Please call me if you have further questions or concerns.

Matt

From: "Matthew Reid" <matt.reid@landanddesign.com>

To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

Cc: "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Matt Fertal" <mattf@postrat.ci.garden-

grove.ca.us>, "Dave Rose" <drose3@charter.net>, "John Wong" <jwong@hfsc4.com>, "Chris D'Avignon" <c.davignon@landanddesign.com>

Sent: Friday, May 4, 2012 10:01:52 AM

Subject: State of CA

Pursuant to our conversation yesterday, WE and our potential co-development partner and investor, Singpoli Group, are getting extremely anxious, nervous about the State of CA delays in responding, or not responding as the case may be, to the Agency's positive decision that our DDA is in fact an enforceable obligation. We have only received verbal updates from the City/Agency and have requested some update/status/position statement/etc..... in writing now for several weeks. Due to the severity and impact this issue is having on our ability to get this project going, we need something, more than our word, to provide to investors, co-developers to provide surety the project is moving forward.

To date, we've received a copy of the letter from the State of CA which is generic and, frankly, really doesn't help.

Gentlemen, with all do respect, you must understand. These investors are going to be putting in Millions of dollars into this project. This will not happen unless we get some solidification to the LAND CONTROL, ENTITLEMENTS and THE STATE OF CA (enforceable obligation status).

Without one of these, we don't have a project.

We are unable to do any marketing and/or solicitation on EB-5 financing until all 3 of these are in place and cannot be removed. As you know, even Sunbelt is waiting to hear on the agreements validity before furthering a land lease deal with us.

Greg mentioned to me yesterday, on the phone, the City of Garden Grove would (and will) pursue this project (with Land & Design) regardless of the State of California response to the Oversight Committee's decision. In other words, the City would enter into an agreement to complete this project with Land & Design and make the necessary economic adjustments to the agreement due to the States actions. If this is the case, I would propose we cause an amendment to be drafted now that would make this statement so that we can assure our potential co-development partners, investors and EB-5 financing that regardless of the State's decision, we have a project.

Time is going to kill this deal! The entitlements are running dramatically behind schedule, the land control is behind schedule and we have no clarity as to what the State is going to do. This is not a convincing position when describing our project. Even today, we are learning the TEA Certification (Target Employment Area for EB-5 financing) and designation through USCIS (United States Customs and Immigration Service) requirements are changing and could effect our ability to pursue this avenue of financing. We may need your help getting this designation.

We need to get some "solid ground" under this project and fast. The timing is good for this project, however that timing is slipping away.

I will look into TEA certification and how you can help.

Let me know your thoughts.

Thanks

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/user/matthew.reid.ca)
matt.reid@landanddesign.com

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

Subject: City Setting Up Meeting with Congresswoman Loretta Sanchez RE: EB-5
From: drose3@charter.net
Date: Wed, 16 May 2012 01:42:34 -0400 (EDT)
To: greg1@ci.garden-grove.ca.us
CC: Matthew Reid <matt.reid@landanddesign.com>, drose3@hotmail.com, mattf@ci.garden-grove.ca.us

Greg:

Per our conversation, given what the State of California did on April 30, 2012 regarding setting California apart from EVERY other state in the Country as it relates to Targeted Employment Areas ("TEA") and subsequently EB-5 Financing, we would really appreciate it if the City of Garden Grove, at Matt Fertal's discretion, set up a meeting with Congresswoman Loretta Sanchez to get Census Tracts 088502 (Harbor Boulevard-Lampson to Garden Grove Census Tract, ie., McWhinney), 076103 (Haster Street-Chapman to Lampson Census Tract) and 088403 (Harbor Boulevard-Chapman to Lampson Census Tract-ie., Site(s) B2 and C, and any other Harbor Boulevard project(s)), which could be an "aggregate" and/or "blending" of Tracts 088502 and 076103 (which prior to the State's action would have qualified at the State level for TEA's), and thus, an aggregate and/or blending of these three (3) Census Tracts would have also qualified for a TEA.

I have been advised by various EB-5 experts that Congressmen or Congresswomen have been successful in the recent past in getting the USCIS to grant TEA status to various Census Tracts across the Country.

My assumption is that this would best be done at the political level, ie., City Council, unless Matt thinks he has a better route.

Please advise.

Thanks.

Dave

David A. Rose III
(951) 413-1907

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Subject: Fwd: Payments to Successor Agencies w/ Disputed ROPS: UPDATE (May 16)
From: Matt Fertal <mattf@ci.garden-grove.ca.us>
Date: Wed, 16 May 2012 16:05:02 -0700 (PDT)
To: Matthew Reid <matt.reid@landanddesign.com>, Greg Brown <gbrown@ci.garden-grove.ca.us>, Jim Dellalonga <jimde@ci.garden-grove.ca.us>

From: "Tony Cardenas" <tcardenas@cacities.org>
To: "Tony Cardenas" <tcardenas@cacities.org>
Sent: Wednesday, May 16, 2012 9:02:07 AM
Subject: Payments to Successor Agencies w/ Disputed ROPS: UPDATE (May 16)

Orange County Division City Managers,

The following is a memo from League Executive Director Chris McKenzie regarding a recent meeting with the Department of Finance (DOF) to discuss ROPS approval-related issues. Also, please refer to the attached Q&A memo which further highlights the issues we are attempting to resolve.

Please let me know if you have any questions or feedback.



TO: City Managers
FROM: Chris McKenzie, Executive Director
RE: League Request for Clarification of DOF Position on Payments to Successor with Disputed ROPS Items

Last Friday we published a Q & A document (*attached*) about various ROPS approval-related issues which contained a verbatim answer from Mark Hill of the Department of Finance about how the Department will process ROPS in the next few weeks. That provision, along with the quote in italics, appears below:

Question 6: Deadline for Submitting and Receiving Approval of Revised ROPS

Q: By what date must DOF receive a revised ROPS in order to complete its review and notify the county auditor-controller of the obligations that should be paid?

A: DOF indicates its staff will be doing whatever it possibly can to settle, by May 25, all of the property tax funded enforceable obligation issues on the Recognized Obligation Payment Schedules that were due in April and due again on May 15. Mr. Hill stated "*It is in the best interests of successor agencies to do whatever they can to meet the deadline for submission. If ROPS come in very late, there is risk that Finance will end up objecting to things we wouldn't have objected to, if more review time was available. We expect property tax distributions to happen on the June 1 statutory date and not to be postponed. The county-auditors need a little time to get the distributions ready so we are trying to give them a little lead time by targeting May 25. A few ROPS reviews may get finished after that but we are trying to keep that to a minimum. So our focus will be on the property tax issues, more than bond funded issues (for instance), so*

our work on some of them may be put off until after June 1. We are prepared to approve amended ROPS or just issue additional ROPS approval letters as these other issues, which often are the more complicated ones, get resolved."

On the same or next day some of you notified us that your county auditor-controller had advised you they had been given "guidance" by some DOF staff that they should proceed with distribution of property taxes only to those successor agencies that have submitted and received DOF approval of their ROPS before June 1 for the period covering July 2012 through December 2012. In such cases, the DOF email indicates the property taxes should be sent instead to the affected taxing agencies.

We have notified DOF of the many legitimate concerns that have been expressed about this approach, and we urged them to clarify for county auditor-controllers that they (not DOF) have discretion to hold funds concerning disputed items in trust until the disputes are resolved. We stressed this is particularly important when the items in dispute concern payments to third party creditors, including bond holders, and it will help avoid unnecessary litigation.

DOF may issue some formal guidance on this matter shortly. We will keep you posted.

Tony Cardenas
Public Affairs Regional Manager
Orange County Division
League of California Cities
(714) 425-5558
Tcardenas@cacities.org



Strengthening California cities through advocacy and education

[Spam](#)
[Not spam](#)
[Forget previous vote](#)

ROPS Memo.pdf	Content-Description: ROPS Memo.pdf
	Content-Type: application/pdf
	Content-Encoding: base64

Re: Fwd:

Subject: Re: Fwd:
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Thu, 17 May 2012 10:04:56 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Please send again...didn't get anything.

Sent from Siri, please excuse the typos.

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

On May 17, 2012, at 9:29 AM, Greg Blodgett <greg1@ci.garden-grove.ca.us> wrote:

Greg Blodgett
SR Project Manager
City of Garden Grove
Economic Development

----- Forwarded Message -----

From: "ricoh105" <ricoh105@ci.garden-grove.ca.us>
To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>
Sent: Thursday, May 17, 2012 9:33:46 AM

This E-mail was sent from "ricoh105" (Aficio MP 6500).

Scan Date: 05.17.2012 09:33:46 (-0700)
Queries to: katrenas@ci.garden-grove.ca.us
<20120517093346168.tif>

Subject: Meeting
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Fri, 25 May 2012 09:59:17 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Greg,
Can we meet next Friday? I'm out of town until then.

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)
matt.reid@landanddesign.com

Re: Meeting

Subject: Re: Meeting
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Fri, 25 May 2012 11:49:33 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Let me know his schedule for the following week. We'll need him in the meeting too.

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)
matt.reid@landanddesign.com

On May 25, 2012, at 10:57 AM, Greg Blodgett wrote:

The City manager is on also out of town will be back following week, however

I am available next week

Greg Blodgett
SR Project Manager
City of Garden Grove
Economic Development

----- Original Message -----

From: "Matthew Reid" <matt.reid@landanddesign.com>
To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>
Sent: Friday, May 25, 2012 9:59:17 AM
Subject: Meeting

Greg,
Can we meet next Friday? I'm out of town until then.

Matthew Reid
Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax

Re: Meeting

Skype – matt.reid@landanddesign.com

Re:

Subject: Re:

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Thu, 31 May 2012 14:02:54 -0700

To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

We could still put a pool in later and change the layout if we found a different way to do it right?

Sent from Siri, please excuse the typos.

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

On May 31, 2012, at 11:45 AM, Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us> wrote:

<photo.JPG>

Sent from my iPhone

Re:

Subject: Re:

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Thu, 31 May 2012 14:03:26 -0700

To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

Send me the letters too...

Sent from Siri, please excuse the typos.

Matthew Reid
619.335.5896 Google voice
Skype: matthew.reid.ca

On May 31, 2012, at 11:45 AM, Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us> wrote:

<photo.JPG>

Sent from my iPhone

Re: Fwd:

Subject: Re: Fwd:

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Thu, 31 May 2012 15:16:21 -0700

To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

Nothing attached....

Sent from Siri, please excuse the typos.

Matthew Reid

619.335.5896 Google voice

Skype: [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

On May 31, 2012, at 1:58 PM, Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us> wrote:

Sent from my iPhone

Begin forwarded message:

From: "ricoh105" <ricoh105@ci.garden-grove.ca.us>

Date: May 31, 2012 1:56:14 PM PDT

To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

This E-mail was sent from "ricoh105" (Aficio MP 6500).

Scan Date: 05.31.2012 13:56:13 (-0700)

Queries to: katrenas@ci.garden-grove.ca.us

<20120531135614086.tif>

Subject: letter from DOF

From: Sherri Oslund <sherrio@ci.garden-grove.ca.us>

Date: Thu, 31 May 2012 15:28:29 -0700 (PDT)

To: matt reid <matt.reid@landanddesign.com>

CC: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

See attached

Sherri Oslund
City of Garden Grove
Economic Development Department
sherrio@ci.garden-grove.ca.us
714/741-5120 Direct
714/741-5136 Fax

20120531152408855.pdf

Content-Type: application/pdf

Content-Encoding: base64



May 25, 2012

Jim DellaLonga, Sr. Project Manager/Administrative Officer
Economic Development Department
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

Dear Mr. DellaLonga:

Subject: Recognized Obligation Payment Schedule Approval Letter

Pursuant to Health and Safety Code (HSC) section 34177 (l) (2) (C), the City of Garden Grove Successor Agency submitted Recognized Obligation Payment Schedules (ROPS) to the California Department of Finance (Finance) on April 25, 2012 for period of the January to June 2012 and May 10, 2012 for the period of July to December 2012 period. Finance is assuming appropriate oversight board approval. Finance has completed its review of your ROPS, which may have included obtaining clarification for various items.

January through June 2012 ROPS

Except for items disallowed in whole or in part as enforceable obligations (EO) noted in Finance's letter dated May 10, 2012, Finance is approving the remaining items listed in your ROPS.

July through December 2012 ROPS

Except for items disallowed in whole or in part as EOs noted below, Finance is approving the remaining items listed in your ROPS.

HSC section 34171 (d) lists enforceable obligations characteristics. Based on a sample of items reviewed and application of the law, the following do not qualify as EOs:

- Page 1, item 2 in the amount of \$19.5 million is a Certificate of Participation issued by the City of Garden Grove. It is our understanding that an agreement between the RDA and the city pledging RDA tax increment is nonexistent. Additionally, HSC section 34171 (d) (2) states that agreements, contracts, or arrangements between the city that created the redevelopment agency (RDA) and the former RDA are not enforceable unless the agreements were entered into within the first two years of the date of the creation of the RDA or the agreements secured debt. Since neither apply, this is not an EO.
- Page 1, items 15, 18, and 19; page 2, items 1 through 5, 7, and 8 - Various projects totaling \$113.9 million requiring asset acquisition or transfer. It is our understanding these items are for the acquisition and transfer of lands along with already acquired land to a developer through a Disposition and Development Agreement (DDA). In return for developing the land, the developer will also be subsidized through future incentive subsidies. A DDA in itself is not entirely enforceable, but only enforceable to the extent

Dear Mr. DellaLonga
May 25, 2012
Page 2

legally binding agreements are in place prior to June 28, 2011. Since both the acquisition of additional property and transfer of the property will require additional legally binding agreements to be executed, these are not enforceable obligations. HSC section 34163 (b) prohibits an RDA from entering into any agreements after June 27, 2011. Additionally, HSC section 34163 (e) states the agency shall not have the authority to acquire real property by any means for any purpose and HSC section 34163 (f) prohibits transfer, assign, vest, or delegate of any assets, funds, rights, powers, ownership interests, or obligations for any purpose to any entity. Further, HSC section 34177 (e) requires the successor agency to dispose of assets and properties of the former redevelopment agency as directed by the oversight board and this disposition is to be done expeditiously and in manner aimed at maximizing value.

- Page 1, line item 24 in the amount of \$13.8 million. The requirement to set aside 20 percent of RDA tax increment for low and moderate income housing purposes ended with the passing of the redevelopment dissolution legislation. HSC section 34177 (d) requires that all unencumbered balances in the Low and Moderate Income Housing Fund be remitted to the county auditor controller for distribution to the taxing entities.
- Administrative costs claimed exceed allowance by \$510,103. HSC section 34171 (b) limits fiscal year 2012-13 administrative expenses to three percent of property tax allocated to the successor agency or \$250,000, whichever is greater. Three percent of the property tax allocated is \$347,037. Therefore, \$510,103 of the claimed \$857,140 is not an EO. The following items were considered administrative expenses:
 - o Page 1, items 22 and 23
 - o Page 3, items 1 through 3

This is our determination with respect to any items funded from the Redevelopment Property Tax Trust Fund (RPPTF) for the June 1, 2012 property tax allocations. If your oversight board disagrees with our determination with respect to any items not funded with property tax, any future resolution of the disputed issue may be accommodated by amending the ROPS for the appropriate time period. Items not questioned during this review are subject to a subsequent review, if they are included on a future ROPS. If an item included on a future ROPS is not an enforceable obligation, Finance reserves the right to remove that item from the future ROPS, even if it was not removed from the preceding ROPS.

Please refer to Exhibit 12 at http://www.dof.ca.gov/assembly_bills_26-27/view.php for the amount of RPTTF that was approved by Finance based on the schedule submitted.

As you are aware the amount of available RPTTF is the same as the property tax increment that was available prior to ABx1 26. This amount is not and never was an unlimited funding source. Therefore as a practical matter, the ability to fund the items on the ROPS with property tax is limited to the amount of funding available in the RPTTF.

Please direct inquiries to Evelyn Suess, Supervisor or Brian Dunham, Lead Analyst at (916)322-2985.

Sincerely,



MARK HILL
Program Budget Manager

Dear Mr. DellaLunga
May 25, 2012
Page 2

cc: On following page

cc: Mr. Matthew Fertal, City Manager, City of Garden Grove
Mr. Kingsley Okereke, Director of Finance, City of Garden Grove
Mr. Frank Davies, Administrative Manager, County of Orange

Site Plan

Subject: Site Plan

From: Matthew Reid <matt_reid@landanddesign.com>

Date: Fri, 1 Jun 2012 13:27:01 -0700

To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

For the purposes of the entitlement I'm ok with this plan. However I can be certain that we'll need to make some small adjustments when the final design is completed. Please keep a Pool in the program statement for each individual limited service hotel. This will be a requirement of each flag to have their own pool.

thanks

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype - [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

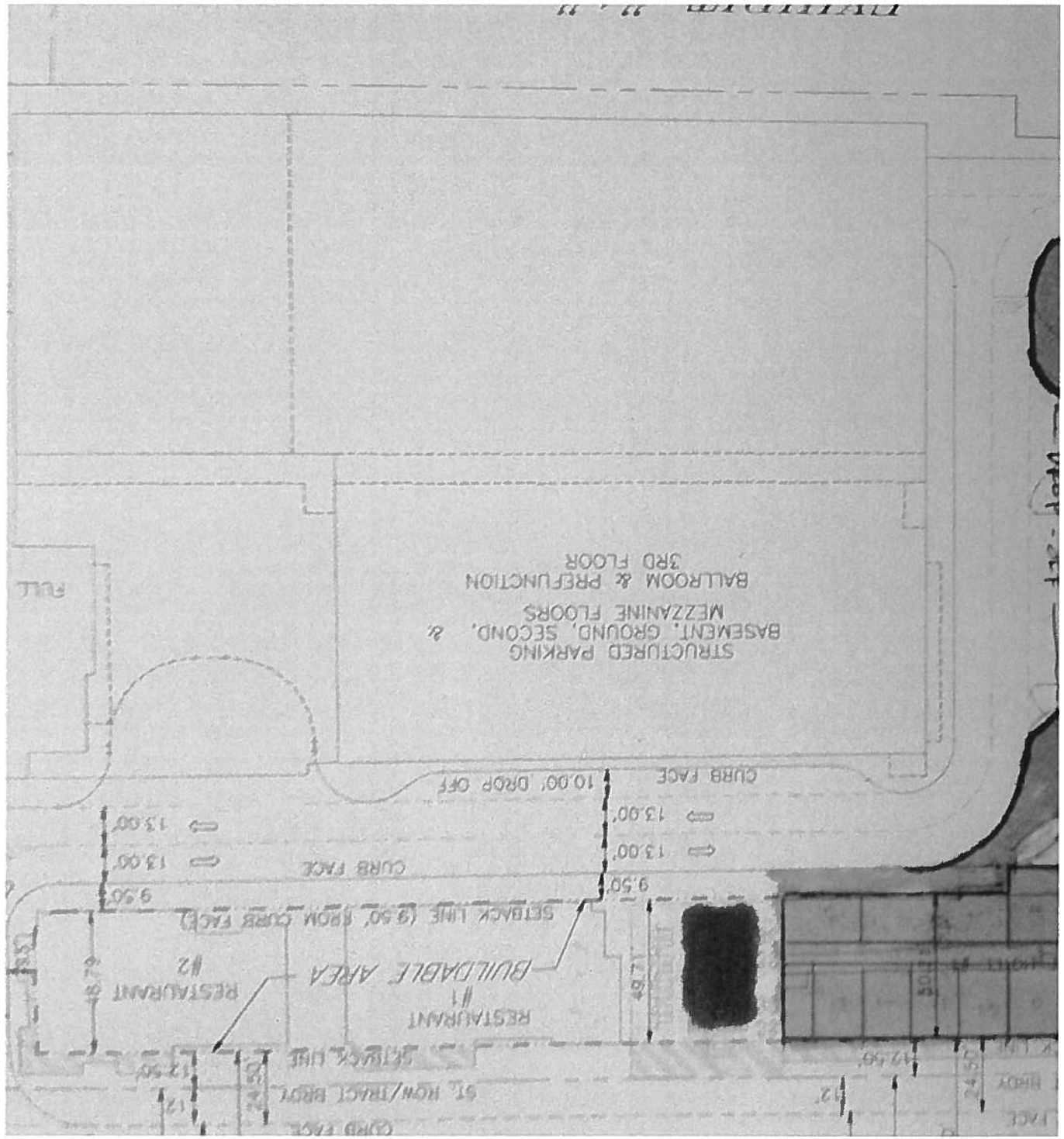
matt_reid@landanddesign.com

Begin forwarded message:

From: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

Date: May 31, 2012 11:45:01 AM PDT

To: Matthew Reid <matt_reid@landanddesign.com>



Sent from my iPhone

Subject: Agenda for Tuesday Meeting
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Fri, 1 Jun 2012 14:47:41 -0700
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>, Matt Fertal <mattf@ci.garden-grove.ca.us>
CC: Dave Rose <drose3@charter.net>

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)
matt.reid@landanddesign.com

2012_06_05 meeting agenda.pdf	Content-Type: application/pdf Content-Encoding: base64
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Part 1.1.3

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LAND & DESIGN, INC.

CONSTRUCTION | DEVELOPMENT | SUSTAINABLE INTEGRATION

8130 La Mesa Blvd, #808 | La Mesa, CA 91942 | 619.462.4060 o | 619.462.4144 f

Agenda for Meeting with City of Garden Grove

Tuesday June 5, 2012, 8.30am

1. **Status of entitlements**
 - a. **Schedule**
 - b. **Planning Commission hearing date(s)**
 - c. **City Council hearing date(s)**
2. **Department of Finance May 25, 2012 Letter**
3. **Status of Site "C" Disposition and Development Agreement (DDA)**
 - a. **Enforceable Obligation or NOT?**
 - b. **Status of LnD efforts to engage with partner/investor.**
 - c. **Force Majeure acknowledgement, tolling**
4. **Legal action(s)?**
 - a. **Preliminary Injunction**
 - b. **Damages**
 - c. **Multiple parties, including but not limited to McWhinney, Kam Sang, etc.**
5. **Status of land purchase(s)**
 - a. **Neff?**
 - b. **Sunbelt?**
6. **Alternate plans**
 - a. **Buying the land as unentitled for significant price reduction.....**
 - b. **Revised TOT schedule**
 - c. **Fee forgiveness.....**
 - d. **New DDA**
 - e. **Other modifications**
7. **Status of EB-5 in California**
 - a. **Mayor, City Councilman and City Manager setting up meeting with Congresswoman Loretta Sanchez and Congressman Ed Royce (both of whom districts include Garden Grove) to discuss gaining multiple Targeted Employment Areas (TEA's) within Garden Grove, including but not limited to McWhinney, Site B2 and Site C Census Tracts.**

Subject: Fw: DOF Lawsuits
From: drose3@charter.net
Date: Sat, 2 Jun 2012 01:30:53 +0000
To: johnpierce@quinnemanuel.com
CC: "David Rose" <drose3@hotmail.com>, "Matt Reid" <matt.reid@landanddesign.com>, "Greg Blodgett" <greg1@ci.garden-grove.ca.us>, "Paul Guerrero" <paulg@ci.garden-grove.ca.us>

FYI
Sent via BlackBerry by AT&T

From: Trae Rigby <traer@mcwhinney.com>
Date: Fri, 25 May 2012 14:28:12 -0600
To: drose3@charter.net<drose3@charter.net>
Subject: DOF lawsuits

David, see attached. First is filed by private developer. Second is filed in joint by several cities. Interesting.

Talk to you next week.

Trae Rigby
Director of
Commercial Development
McWhinney
(970) 776-4047
traer@mcwhinney.com

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FILED
Superior Court Of California,
Sacramento
05/22/2012
amacias
By _____, Deputy
Case Number:
34-2012-80001155

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA.**
10 **FOR THE COUNTY OF SACRAMENTO**

12 HERCULES LLC,
13 a California limited liability company,
14
15 Petitioner and Plaintiff,

15 vs.

16 STATE OF CALIFORNIA DEPARTMENT OF
FINANCE; ANA J. MATOSANTOS, in her official
17 capacity as Director of the State of California
Department of Finance; ROBERT CAMPBELL, in
18 his official capacity as the Auditor-Controller of the
County of Contra Costa; CITY OF HERCULES,
19 AS SUCCESSOR AGENCY FOR THE FORMER
REDEVELOPMENT AGENCY FOR THE CITY
20 OF HERCULES; and DOES 1-50,

21 Respondents and Defendants.

Case No.

**PETITION FOR WRIT OF MANDATE
AND VERIFIED COMPLAINT FOR
DECLARATORY AND INJUNCTIVE
RELIEF (CCP §§ 1085, 1060)**

DEPARTMENT 31

By Fax

1 Petitioner and Plaintiff HERCULES LLC (“Petitioner” or “Hercules LLC”) alleges as follows:

2 **I. INTRODUCTION**

3 1. The State of California’s Department of Finance (“DOF”) has attempted, by the
4 stroke of its pen, to abrogate contractual rights worth tens of millions of dollars that are held by
5 Petitioner. Those rights flow from a contract entered into more than 10 years ago, and reaffirmed in
6 June 2010 through a settlement agreement. DOF’s position, unsupported by law, calls on the City of
7 Hercules (as successor agency for the former Redevelopment Agency of the City of Hercules) to
8 disavow and breach the former redevelopment agency’s written pledge of tax increment generated by
9 Petitioner’s redevelopment of a polluted refinery property into a vibrant residential community that
10 includes parks and other public amenities paid for by Petitioner. DOF’s edict does not offer a
11 coherent, much less valid, rationale for its position. Instead, DOF simply treats this 10-year-old
12 contract (under which many millions of dollars worth of consideration have been exchanged by the
13 contracting parties) as a nullity, one that can be eviscerated by administrative fiat. Petitioner needs
14 immediate injunctive relief to prevent the County Auditor-Controller from complying with DOF’s
15 demand, obliterating Petitioner’s security interest and secured creditor status, and diverting to other
16 parties (effective June 1, 2012) money legally due and owing to Petitioner in clear violation of
17 Petitioner’s longstanding contractual rights.

18 2. The issues posed by this Petition are all the more important because Petitioner
19 is informed and believes that if DOF’s rationale for ignoring Petitioner’s contract is accepted, a wide
20 range of other contracts involving many millions of dollars will be similarly vitiated by an
21 administrative act that is contrary to the expressed intent of the Legislature. Indeed, DOF’s logic
22 would impair collateralized bonds worth potentially billions of dollars.

23 **II. FACTS**

24 3. On January 11, 2001, Petitioner Hercules LLC entered into a “Development and
25 Owner Participation Agreement” (the “DOPA”) with the Redevelopment Agency of the City of
26 Hercules (the “Agency”) and the City of Hercules. A true and correct copy of the DOPA (minus
27 exhibits), is attached as Exhibit A.

28

1 4. The purpose of the DOPA was to create a framework under which Petitioner
2 would be reimbursed for certain costs it incurred in remediating environmental contamination and in
3 installing public improvements on a blighted 200-acre property located within the City of Hercules.
4 The land is part of the City of Hercules's "Redevelopment Area 2." Petitioner has fully performed on
5 its obligation to transform the area into a vibrant new community that contributes to the region's
6 vitality and dramatically increased its tax base.

7 5. The DOPA provides that the Agency shall reimburse Petitioner for specified
8 costs associated with the project, including reimbursement for the fair market value of the property
9 and property rights dedicated to the public benefit and for costs and expenses (both direct and indirect)
10 incurred to construct and install the public infrastructure and improvements. (See DOPA at §§ 5.1,
11 5.1.1.2 and 5.1.1.3).

12 6. Pursuant to the DOPA, the Agency agreed to make semi-annual payments to
13 Petitioner on or before February 15 and August 15 of each property tax fiscal year from
14 redevelopment tax increment generated by the project. (See DOPA at §§ 5.1.1.2 and 5.1.1.3). The
15 payment of tax increment revenues generated by the project was expressly "pledged" to Petitioner.
16 (See DOPA at § 5.1.1.6, providing among other things, that the redevelopment agency "irrevocably
17 pledge[d] to Hercules LLC the portion of the Project Tax Increment that is payable to Hercules LLC
18 pursuant to this Agreement to the maximum extent permitted by law...").

19 7. The Agency began making its required payments to Petitioner pursuant to the
20 DOPA beginning in March 2002. The Agency made payments in September 2002, January 2003,
21 April 2003, August 2003, March 2004, June 2004, August 2004, February 2005, August 2005,
22 February 2006, and August 2006.

23 8. In August 2007, a dispute over the DOPA arose between the City and Agency
24 and the Petitioner, and Petitioner filed a complaint in Contra Costa County for breach of contract
25 (Case No. MSC07-02281). That action was later partially consolidated with a related writ petition
26 against the City and Agency (Case No. MSN09-0290) (collectively the "DOPA Litigation").

27 9. In May 2010, before trial commenced on the civil complaint in the DOPA
28 Litigation, Petitioner and the Agency and the City reached a full and final settlement of their disputes

1 and entered into a Settlement Agreement, Mutual General Release and Amendment to Development
2 and Owner Participation Agreement (the "Settlement Agreement"). A true and correct copy of the
3 Settlement Agreement is attached hereto as Exhibit B.

4 10. The Settlement Agreement recites the procedural history that preceded the
5 agreement. Among other things, the Settlement Agreement recites that, "[p]ursuant to Section 5 of the
6 DOPA, the Agency *pledged* tax increment financing assistance to reimburse Hercules LLC for certain
7 Affordable Housing Costs and Reimbursable Public Facilities Costs as described in the DOPA. The
8 Agency began making semi-annual tax increment payments pursuant to the DOPA in 2001."
9 (Settlement Agreement at Recital C. p.1, emphasis added).

10 11. The Settlement Agreement modifies only certain specific provisions in the
11 DOPA and expressly provides that "except as modified by this Settlement Agreement, the DOPA will
12 remain in full force and effect." (Settlement Agreement at §1, p. 3). The Settlement Agreement did
13 not modify the Agency's pledge of tax increment revenue.

14 12. Following execution of the Settlement Agreement, the Agency resumed making
15 its required semiannual payments to Hercules LLC.

16 13. On or about June 28, 2011, the California Legislature adopted, and the
17 Governor signed, ABx1 26 ("AB 26"), which had the effect of (1) replacing all redevelopment
18 agencies statewide with "successor agencies," and (2) directing successor agencies, under the
19 supervision of "oversight boards" to honor "Existing Obligations" of the former redevelopment
20 agencies. The duty to honor and fulfill "legally binding and enforceable agreement[s]" was repeatedly
21 stated by the Legislature (see below paragraph 25).

22 14. Petitioner is informed and believes that on or about January 10, 2012, the City
23 of Hercules adopted Resolution 12-005, whereby the City of Hercules elected to serve as the
24 Successor Agency to the Agency (the "Successor Agency").

25 15. Petitioner is informed and believes that, in accordance with AB 26, the
26 Successor Agency listed the obligation to reimburse Petitioner under the Settlement Agreement and
27 the DOPA on the duly adopted Enforceable Obligation Payment Schedule (the "EOPS"). A true and
28

1 correct copy of the EOPS as it appears on the City of Hercules' website is attached hereto as

2 Exhibit C.

3 16. Petitioner is informed and believes that in accordance with AB 26, the
4 Successor Agency listed the obligation to reimburse Petitioner under the Settlement Agreement and
5 the DOPA on its initial Recognized Obligation Payment Schedule (covering the period from January
6 1, 2012 through June 30, 2012 - the "Initial ROPS"). The obligation to Petitioner is listed as Item No.
7 5 on the second page of the Initial ROPS. A true and correct copy of the Initial ROPS as it appears on
8 the City of Hercules' website is attached hereto as Exhibit D.

9 17. Petitioner is informed and believes that the Oversight Board approved the Initial
10 ROPS, including the obligation to reimburse Petitioner under the Settlement Agreement and the
11 DOPA, on or about April 9, 2012.

12 18. Petitioner is informed and believes that the Initial ROPS was submitted to the
13 DOF on or about April 16, 2012.

14 19. Petitioner is informed and believes that on or about April 27, 2012, DOF issued
15 a letter to the Successor Agency in which DOF objected to certain items on the Initial ROPS, but did
16 not object to the obligation to reimburse Petitioner under the Settlement Agreement and the DOPA.

17 20. Petitioner is informed and believes that in accordance with AB 26, the
18 Successor Agency listed the obligation to reimburse Petitioner under the Settlement Agreement and
19 the DOPA on its Second Recognized Obligation Payment Schedule (covering the period of July 1,
20 2012 through December 31, 2012 - the "Second ROPS"). A true and correct copy of the Second
21 ROPS as it appears on the City of Hercules' website is attached hereto as Exhibit E.

22 21. Petitioner is informed and believes that the Oversight Board approved the
23 Second ROPS, including the obligation to reimburse Petitioner under the Settlement Agreement and
24 the DOPA on or about April 30, 2012.

25 22. Petitioner is informed and believes that the Second ROPS was submitted to
26 DOF on or about May 4, 2012.

27 23. Petitioner is informed and believes that DOF issued a letter dated May 17,
28 2012, to Ms. Nickie Mastay, Director of Finance, for the City of Hercules. In that letter, DOF claimed

1 (for the first time) that the Settlement Agreement/DOPA does not qualify as an “enforceable
2 obligation” under AB 26.

3 24. Petitioner is informed and believes that DOF failed to comply with the statutory
4 time limits set forth under Health and Safety Code Section 34179(h) in issuing the May 17th letter.

5 25. Petitioner further alleges that DOF took its new May 17th position
6 notwithstanding the fact that in adopting AB 26 the Legislature emphasized its intention for existing
7 pledges of tax increment revenues, and existing redevelopment agency obligations more generally, to
8 be honored and performed according to their terms (presumably in recognition of State and Federal
9 Constitutional prohibitions against the abrogation of contractual rights, such as the pledge and
10 reimbursement obligations owed to Petitioner under the DOPA and the Settlement Agreement).

- 11 a. The Legislature stated that its intent was that sufficient property taxes revenues would
12 continue to be allocated “to successor agencies for making payments on indebtedness
13 incurred by the redevelopment agency prior to its dissolution.” (AB 26 §1(j)(2)
14 (Legislative Finding)). Indeed, property tax revenues are to “be allocated *first* to
15 successor agencies to make payments on the indebtedness incurred by the dissolved
16 redevelopment agencies, with *remaining balances* allocated in accordance with
17 applicable constitutional and statutory provisions.” (AB 26 §1(i) (Legislative Finding)
18 (emphasis added)).
- 19 b. The Legislature mandated that “*Nothing* in this part shall be construed to *interfere with*
20 a redevelopment agency’s authority, pursuant to enforceable obligations as defined in
21 this chapter, to (1) *make payments due*, (2) enforce existing covenants and obligations,
22 or (3) *perform its obligations*.” (H&SC § 34167(f)(emphasis added)). While AB 26
23 redirects a certain amount of property tax revenue to entities other than the successors
24 to redevelopment agencies, the statute is clear that the funds redirected are only “those
25 assets and revenues that *are not needed to pay for enforceable obligations*.” (H&SC
26 § 34167(a) (emphasis added)).
- 27 c. The Legislature further stated, “It is the intent of this part that *pledges* of revenues
28 associated with enforceable obligations of the former redevelopment agencies are to be

1 honored. It is intended that the cessation of any redevelopment agency *shall not affect*
2 *either the pledge, the legal existence of that pledge, or the stream of revenues available*
3 *to meet the requirements of the pledge.*” (H&SC § 34175(a) (emphasis added)).

4 d. Indeed, the Legislature expressly states that “Oversight boards shall have fiduciary
5 responsibilities to holders of enforceable obligations,” such as Petitioner to ensure that
6 the obligations are honored in full. (H&SC § 34179(i)).

7 e. The Legislature also decreed that “Each county auditor-controller shall administer the
8 Redevelopment Property Tax Trust Fund for the benefit of the holders of former
9 redevelopment agency enforceable obligations.” (H&SC § 34182(c)(2)).

10 26. Accordingly, the statutory framework of AB 26 goes out of its way to ensure
11 that pledges of tax increment revenue by, and enforceable obligations of, redevelopment agencies are
12 upheld and not abrogated. To interpret AB 26 in any manner that would allow contracts to be
13 abrogated would create a constitutional violation, a result which must be avoided.

14 27. Nonetheless, DOF’s May 17th letter concerning the DOPA and the Settlement
15 Agreement would eviscerate Hercules’ solemn pledge of tax increment (i.e., Petitioner’s security), and
16 it would dissipate the revenue stream available to repay Petitioner’s massive contribution of public
17 improvements. In simple terms, DOF’s directive to the Successor Agency and the County Auditor-
18 Controller would accomplish by administrative fiat what the Legislature expressly prohibited, and in
19 so doing DOF would violate fundamental tenets of constitutional law and the clear command of
20 AB 26 generally and Section 34175(a) specifically.

21 28. Petitioner is informed and believes that DOF has issued informal “guidance”
22 that is contrary to AB 26 and improperly directs county auditor-controllers regarding the distribution
23 of funds held by the county auditor-controllers to other entities on June 1, 2012.

24 29. Petitioner contacted the DOF representatives identified in the May 17th letter to
25 obtain an explanation for DOF’s position and to urge DOF to reverse its position so as to avoid
26 litigation. DOF has not altered its position. DOF has no formal administrative process to object to its
27 AB 26 determinations, and Petitioner has exhausted the informal process referenced in the May 17th
28 letter, so Petitioner must seek legal recourse before DOF causes money to be diverted on June 1, 2012.

1 manner for the acts or omissions alleged herein. Petitioner is further informed and believes, and based
2 thereon alleges, that these fictitiously named Respondents and Defendants are agents and/or
3 employees of the State of California, County Auditor-Controller, City or acting on behalf of or in
4 concert with one or more of these named parties.

5 **IV. JURISDICTION AND VENUE**

6 36. Jurisdiction is proper before the Superior Court of the State of California.

7 37. Venue is proper in Sacramento County Superior Court pursuant to AB 26.
8 H&SC § 34168(a).

9 **FIRST CAUSE OF ACTION**

10 **(Declaratory Relief against all Defendants)**

11 38. Petitioner hereby re-alleges and incorporates by reference paragraphs 1 through
12 37 as if fully set forth herein.

13 39. An actual controversy has arisen and now exists between Petitioner and
14 Defendants concerning their respective rights and duties associated with AB 26, the DOPA and the
15 Settlement Agreement in that Petitioner contends that it is legally entitled to receipt of the sums
16 pledged and promised to it by the Agency in the DOPA as amended by the Settlement Agreement,
17 whereas at least Defendant DOF disagrees. Defendants Auditor Controller and Successor Agency
18 have not yet taken a formal position on the dispute between Petitioner and DOF, and, given their
19 respective obligations under AB 26 are necessary and indispensable to complete relief.

20 40. If DOF is able to command that the money expressly pledged to, and legally
21 due and owing to, Petitioner be diverted to entities other than Petitioner, there is no ready mechanism
22 by which Petitioner can compel the Successor Agency, the County Auditor-Controller, or recipients of
23 the mis-directed tax increment revenues to honor the Successor Agency's obligations to Petitioner,
24 because there will be no replacement funds after the tax increment pledged to Petitioner is improperly
25 transferred from the Redevelopment Property Tax Trust Fund.

26 41. Petitioner desires a judicial determination of its rights and duties, and a
27 declaration as to which party's interpretation of the law and Petitioner's rights under the DOPA and
28 the Settlement Agreement is correct.

1 Agreement, and directing the County Auditor-Controller to release to the Successor Agency for
2 payment to Petitioner the portion of the tax increment pledged to and legally due and owing Petitioner
3 for the relevant periods and reaffirming the ongoing obligation for the duration of the DOPA as
4 amended by the Settlement Agreement;

5 2. Issuance of an alternative and/or peremptory writ of mandate directing
6 Defendants and Respondents to cease all attempts to unilaterally modify, terminate, dishonor, violate
7 or breach the obligations owed to Petitioner under the DOPA and the Settlement Agreement;

8 3. Issuance of a temporary restraining order and/or permanent injunction to
9 prevent, among other things, any diversion of money duly owed to Petitioner to other recipients,
10 whether that diversion is by DOF, the County Auditor-Controller, and/or others and whether acting
11 alone or in concert;

12 4. A declaration that Petitioner is correct that the Successor Agency's obligations
13 under the DOPA and the Settlement Agreement are "enforceable obligations" within the meaning of
14 AB 26 and DOF and all other named parties must continue to honor Petitioner's contract rights
15 pursuant to the DOPA and the Settlement Agreement;

16 5. For costs of suit herein incurred;

17 6. For attorneys' fees as permitted by law or contract; and

18 7. For such other and further relief as the court may deem proper.

19
20 DATED: May 22, 2012

COX, CASTLE & NICHOLSON LLP

21
22 By: ABS / Robert P. Oty
23 Andrew B. Sabey
24 Attorneys for Petitioner and Plaintiff HERCULES
LLC

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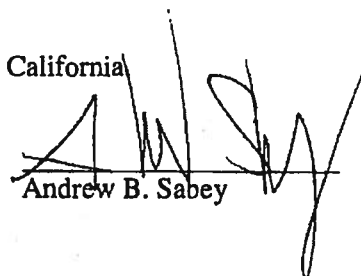
VERIFICATION

I, Andrew B. Sabey, declare:

I am an attorney with Cox, Castle & Nicholson, counsel of record for plaintiff and petitioner Hercules LLC in this matter. I have read the foregoing Petition for Writ of Mandate and Verified Complaint for Declaratory and Injunctive Relief in the matter of *Hercules LLC v. State Of California Department Of Finance, et al.*, and know its contents. I am informed and believe, and on that ground allege, that the matters stated in the foregoing document are true. I am verifying the pleading on behalf of our client because none of the authorized representatives of the client are available to verify it on their own behalf and we could not delay filing given the urgent nature of the relief sought.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed May 22, 2012, in San Francisco County, California



Andrew B. Sabey

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FILED
Superior Court Of California
Sacramento
05/22/2012
mpurcell
By _____, Deputy
Case Number:
34-2012-80001154

5 Attorneys for Petitioners and Plaintiffs
6 CITY OF PALMDALE et al., ACTING SOLELY IN
7 THEIR CAPACITIES AS SUCCESSOR AGENCIES
8 UNDER CALIFORNIA HEALTH & SAFETY CODE
9 §§34171(J) AND 34173 AS ENACTED BY
ASSEMBLY BILL NO. 1X 26 OF THE 2011-12 FIRST
EXTRAORDINARY SESSION

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SACRAMENTO - MAIN COURTHOUSE**

12 CITY OF PALMDALE, CITY OF GLENDALE, CITY
13 OF CULVER CITY, CITY OF HUNTINGTON
14 BEACH, CITY OF PASADENA, CITY OF
15 INGLEWOOD, CITY OF NATIONAL CITY, CITY
16 OF IMPERIAL BEACH, AND CITY OF HAYWARD
17 ACTING SOLELY IN THEIR CAPACITIES AS
18 SUCCESSOR AGENCIES UNDER CALIFORNIA
19 HEALTH & SAFETY CODE §§34171(J) AND 34173
20 AS ENACTED BY ASSEMBLY BILL NO. 1X 26 OF
21 THE 2011-12 FIRST EXTRAORDINARY SESSION.

- CASE NO.
- 1. PETITION FOR WRIT OF MANDATE
 - 2. COMPLAINT FOR DECLARATORY RELIEF AND INJUNCTION

18 Petitioners and Plaintiffs,
19 vs.

20 ANA MATOSANTOS, in her official capacity as Director
21 of the State of California Department of Finance; WENDY
22 WATANABE, in her official capacity as the Auditor-
23 Controller of the County of Los Angeles; DAVID
24 SUNDSTROM, in his official capacity as the Auditor-
25 Controller of the County of Orange; TRACY
26 SANDOVAL, in her official capacity as the Auditor-
27 Controller of the County of San Diego; PATRICK
28 O'CONNELL, in his official capacity as the Auditor-
Controller of the County of Alameda; and DOES 1-50,
inclusive,

Respondents and Defendants.

1 11. The task of paying such obligations has been assigned to the Successor Agencies.
2 (Health & Safety Code §34177.) The Successor Agencies are generally tasked with implementing
3 AB 26, subject to the review and approval of each Oversight Board and further subject to the potential
4 review of the DOF. (Health & Safety Code §34179.)

5 12. All enforceable obligations the Successor Agencies are required to pay are to be listed
6 and organized on a Recognized Obligation Payment Schedule ("ROPS"). The first ROPS is for the
7 period ending June 30, 2012, and is referred to in this complaint as "ROPS I." The ROPS for the
8 period July 1, 2012 through December 31, 2012 is referred to in this complaint as "ROPS II." There
9 will be additional ROPS for each six-month period thereafter. (See Health & Safety Code §
10 34177(1)(1)-(3).)

11 13. Completed ROPS are to be presented by each Successor Agency to the Oversight
12 Board appointed under AB 26 to oversee that Successor Agency and to issue certain approvals and
13 disapprovals in connection therewith, including without limitation approval by each Oversight Board
14 of each enforceable obligation listed on each ROPS prepared and submitted by the Successor Agency
15 under their jurisdiction. (Health & Safety Code §34177(1)(2).) It should be noted that under AB 26
16 the Oversight Board was established to provide significant input into the AB 26 process on behalf of
17 local taxing entities who are entitled to Trust Funds remaining after payment of Enforceable
18 Obligations, and further that a City generally only has two of seven appointments to the Oversight
19 Board (the other five being two appointments of the County, one from the Community College
20 District, one from the County Superintendent of Education, and one from the largest special district
21 by property tax share) (Health & Safety Code Section 34179).

22 14. Once an Oversight Board either approves or disapproves of a ROPS, the Department of
23 Finance ("DOF") may act to undertake a review of the Oversight Board's action within 3 business
24 days of Oversight Board approval. Should the DOF timely request to review any such approval, it
25 shall have 10 calendar days from the date it acts to undertake such review to either approve or refrain
26 from objecting to the Oversight Board's action or return it to the Oversight Board for reconsideration.
27 (Health & Safety Code § 34179(h).)

28 15. The County Auditor-Controllers are charged with establishing and administering a

1 Redevelopment Property Tax Trust Fund (the "Trust Fund(s)") for each Successor Agency. AB 26
2 requires that former redevelopment tax increment funds, now simply referred to as property tax
3 revenues, be deposited in the Trust Fund and administered for the "benefit of the holders of former
4 redevelopment agency enforceable obligations and the taxing entities that receive pass-through
5 payments and distributions of property taxes . . ." (Health & Safety Code § 34182(c)(2)).

6 16. AB 26 required the County Auditor-Controllers to distribute Trust Funds on May 16,
7 2012 to Successor Agencies to pay enforceable obligations for the period through June 2012. This
8 distribution was not made.

9 17. AB 26 also requires the County Auditor-Controllers to make subsequent distributions
10 of Trust Funds for such purposes every January 16 and June 1 thereafter, commencing June 1, 2012.
11 (Health & Safety Code §34185.)

12 **B. The DOF and County Auditor-Controllers Have Failed and Threatened to Contine to**
13 **Fail to Pay Trust Funds to Successor Agencies as Required by AB 26**

14 18. Defendant and Respondent State of California Department of Finance ("DOF") has
15 established and is implementing, and Defendants and Respondents Auditor-Controllers are carrying
16 out and are threatening to continue to carry out, a series of unauthorized directives and rules and
17 significantly erroneous promulgations (See Exs. 2-5) which will result in the denial to the Successor
18 Agencies of the Trust Funds which are mandated to be paid to each Successor Agency to assure that
19 they will be able to timely pay their bills, including the following situations:

20 A. No May 16 Payment. The first distribution of former tax increment funds to
21 each Successor Agency mandated by AB 26 (as reformed by the Supreme Court)
22 which was required by AB 26 to be made on May 16, 2012 has been entirely withheld
23 and has not been made at all to any Petitioner Successor Agency nor to any other
24 Successor Agency in the State by any Auditor-Controller, and each and every
25 Petitioners Successor Agency was on May 16, 2012 denied any former tax increment
26 Trust Funds to pay enforceable obligations, despite the express statutory duty of each
27 Auditor-Controller to do so and despite the fiduciary duties of each Auditor-Controller
28 to hold and disburse such former tax increment Trust Funds in trust for the benefit of

1 each of the payees of the enforceable obligations. Plaintiffs and Petitioners have not
2 been informed whether any of these funds have been illegally diverted from the Trust
3 Fund to any of the property tax taxing entities and allege on information and belief that
4 such Trust Funds have been illegally diverted to property tax taxing entities. Such
5 Trust Funds, if not yet diverted must be paid to Successor Agencies as required by AB
6 26 and if diverted must be restored to the Trust Funds of the Successor Agencies, to be
7 used to pay enforceable obligations to the extent required by AB 26.

8 B. June 1 Payment for Approved Enforceable Obligations Also in Jeopardy. The
9 second distribution of former tax increment Trust Funds to each Successor Agency
10 mandated by AB 26 which is required by AB 26 to be made on June 1, 2012 is also
11 now in jeopardy by reason of a series of unauthorized promulgations of Respondents
12 and Defendants (See Exs. 2-5) , and unless this Court acts Petitioners Successor
13 Agencies will again be denied needed Trust Funds to make payments due for
14 enforceable obligations of Petitioners, including bonded indebtedness, even where (i)
15 such payments are approved by the Successor Agency, (ii) are also approved by the
16 Oversight Board for such Successor Agency and (iii) where the DOF itself has either
17 chosen not to timely exercise its review rights over such payments or, if such review
18 rights have been effectively undertaken by DOF, the DOF has approved such
19 individual payment or has not objected to such payment within the time provided for
20 such DOF review in AB 26. Defendants and Respondents have within days of the
21 required June 1 deadline established a series of illegal procedures involving new
22 documents, deadlines and deductions which are nowhere found in or authorized by AB
23 26. Unless restrained by this Court these illegal acts will result in the denial of funds
24 to Petitioners Successor Agencies to make payments even where such payments have
25 already been approved or otherwise deemed to be valid at each and every level of
26 scrutiny provided by AB 26.

27 C. No Payment of Trust Funds for Tax Increment Bonds. Unless ordered by this
28 Court, Trust Funds will not be paid to the Petitioners Successor Agencies to make debt

1 service payments on bond obligations issued prior to AB 26 by Petitioners which have
2 already become due or which will become due during 2012, even though the holders of
3 such bonds were, prior to the enactment of AB 26, lawfully given a first pledge of
4 those very Trust Funds to secure such debt service payments and even though
5 Defendants and Respondents Auditor-Controllers have a fiduciary duty under AB 26 to
6 hold and disburse such funds for the benefit of all payees of enforceable obligations,
7 including bondholders, as a first priority enforceable obligation. (See Health & Safety
8 Code §34182(a)(1).) Respondents and Defendants have threatened to unlawfully
9 divert Trust Funds to property tax taxing entities instead of disbursement to Petitioners
10 Successor Agencies to pay debt service on bonds even though such funds have been
11 lawfully pledged to bondholders and are mandated by AB 26 to be paid for such bond
12 debt service as a first priority enforceable obligation. (Health & Safety Code
13 §34183(a)(2)(A).)

14 D. No Sequestering of Funds to Allow Dispute Resolution. In many cases
15 throughout the State there is a dispute between Successor Agencies and Oversight
16 Boards on the one hand, and the DOF on the other hand, as to whether a particular
17 payment should effectively become eligible for Successor Agency payment. Such
18 disputes have been expected by all parties as a part of the AB 26 process. Yet under the
19 illegal and erroneous directives of Defendant and Respondent DOF as carried out and
20 threatened to continue to be carried out by Defendants and Respondents Auditor-
21 Controllers, the very funds needed by the Petitioners Successor Agencies to pay these
22 enforceable obligations will, unless restrained by this Court, be diverted and paid to
23 taxing entities on June 1, 2012 and will not be available when needed by the Successor
24 Agency to pay when due those valid and enforceable obligations which survive the
25 dispute and reconsideration process provided by AB 26 itself. (See Exs. 1-4.)

26 19. The County Auditor-Controllers violated AB 26 by failing to make the May 16, 2012
27 distribution. They are about to violate AB 26 again, this time at the direction of the DOF. (See Ex.
28 4.)

1 20. The DOF has issued certain directives to the County Auditor-Controllers regarding the
2 distribution of property tax revenues (former tax increment) from the Trust Funds established and
3 administered for each of the Successor Agencies. Specifically, pursuant to an e-mail dated May 10,
4 2012 from Chris Hill, Principal Program Budget Manager for the DOF, to Mark Hill, Mark Monroe
5 and Zachary Stacy, a subsequent e-mail from such DOF official, changes made on May 17, 2012 to
6 the AB 26 information on the website of DOF, and as referenced in various e-mails disseminated this
7 week from the Auditor-Controller of each of the Counties to the Successor Agencies, the DOF has
8 directed the County Auditor-Controllers to take certain actions in violation of AB 26. (Exs. 2-5.)

9 21. The DOF's unlawful and unauthorized directives include the following:

- 10 • That notwithstanding the failure of the Respondents and
11 Defendants to make any of the May 16, 2012 Trust Fund
12 distributions to the Successor Agencies, all distributions from the
13 Trust Funds made on June 1, 2012, if any, can only be used to
14 make payments on enforceable obligations that are due during the
15 period July 1 through December 31, 2012, and that the Successor
16 Agencies are prohibited from using Trust Funds disbursed to them
17 to make payments which are due on enforceable obligations
18 between January 1 through June 30, 2012, even those that have
19 been approved by the Successor Agency, the Oversight Board and
20 the DOF, and even though funds were illegally withheld for such
21 payment on May 16, 2012. (Ex. 2.)

- 22
23 • That, if the DOF does not issue a so-called "Notice of Approval"
24 document which is neither mentioned nor authorized in AB 26, on
25 or before May 25, 2012 (a deadline that is neither mentioned nor
26 authorized in AB 26), approving the entire Successor Agency's
27 ROPS, then that Successor Agency should receive no property tax
28 revenue for any of the enforceable obligations on the ROPS, and

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all property tax Trust Funds to which that Successor Agency may have been entitled should flow to the affected taxing entities as property tax revenue instead of being paid to the Successor Agencies to pay enforceable obligations, even those that have been approved by the Successor Agency and the Oversight Board and either approved or not timely reviewed by DOF, or if reviewed by DOF not objected to nor timely returned for reconsideration to the Oversight Board. (Ex. 2.)

- That if the County Auditor-Controllers do not receive such "Notice of Approval" of an entire ROPS by June 1, 2012 or by some earlier unspecified date by which payment must be processed for the June 1, 2012 distribution, the County Auditor-Controllers are directed to provide no property tax to that Successor Agency, even for those enforceable obligations that have been approved by the Successor Agency and the Oversight Board and either approved or not timely reviewed by DOF, or if reviewed by DOF not objected to nor timely returned to the Oversight Board. (Ex. 2.)

- That pursuant to criteria established by the DOF that is nowhere to be found in AB 26, no Trust Funds will be disbursed to Successor Agencies at any time for payment of certain bonded indebtedness, even though such Trust Funds were lawfully pledged to the bondholders before the enactment of AB 26 and even though such bondholders own a security interest in such Trust Funds and even though the Auditor-Controllers have a fiduciary and statutory duty under AB 26 and other applicable law to hold and disburse such Trust Funds for the benefit of the bondholders as a first priority

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enforceable obligation. (Ex. 5.)

- That under a new promulgation issued by the DOF on its website on May 17, 2012, Auditor-Controllers are now instructed to make a wholly illegal and unauthorized additional deduction from Trust Funds otherwise payable to Successor Agencies on June 1, 2012, based upon some new criteria manufactured by DOF which is nowhere mentioned in AB 26. In this purported order, the DOF has without any legal basis determined that tax increments paid to redevelopment agencies in December, 2011 and January, 2012 are Trust Funds for purposes of AB 26, even though under AB 26 the legal status of Trust Funds clearly came into effect on February 1, 2012, the date of dissolution of redevelopment agencies. Although expressed in language difficult to understand and issued without any accompanying explanation less than two weeks before bondholders and other creditors are supposed to be paid, DOF is now imposing this new penalty nowhere mentioned in AB 26, and is ordering Auditor-Controllers to implement this penalty. The amount of this penalty somehow takes into account and deducts amounts of tax increments (not Trust Funds) paid to redevelopment agencies prior to their dissolution (not Successor Agencies) under then applicable constitutional and statutory mandates (not AB 26) to pay indebtedness (not enforceable obligations) under Statements of Indebtedness (not ROPS). There is also no explanation as to why the new formula also requires that Successor Agencies be additionally penalized top of the denial of May 16, 2012 distribution. (Ex. 16.)

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- DOF also arbitrarily rejected ROPS I documents in their entirety as to all payments due in the ROPS I period ending June 30, 2012, if the ROPS I did not include a column of payments for January 2012, irrespective of the merits of the February through June payments, and even though neither Successor Agencies nor Trust Funds were legally in existence during the month of January, 2012.

22. The above directives violate AB 26 because:

- AB 26 does not provide authority to the DOF to issue such directives to the County Auditor-Controllers. The DOF and the County Auditor-Controllers have very specific and different roles in the implementation of AB 26. The DOF simply cannot arbitrarily order the County Auditor-Controllers to make or not make certain distributions from the Trust Funds.
- Directives of the DOF imposing new requirements on Successor Agencies and the County Auditor-Controllers in connection with the ROPS for the periods July to December 2012 and directing County Auditor-Controllers to distribute to the taxing entities all property taxes that would otherwise be paid to Successor Agencies for enforceable obligations should such unauthorized deadlines and requirements not be met, violate the specific provisions of AB 26 for the payment of enforceable obligations and the express intent of Legislature in enacting AB 26 that all enforceable obligations be timely paid, that there be no defaults because of AB 26 nor any interruption in the flow of tax increment payments to pay debts. (See Health & Safety Code §34177; 34167(f); Exs. 2-5.)

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- County Auditor-Controllers are statutorily required by Health and Safety Code section 34182(c)(2) to administer the Trust Funds established for each Successor Agency for the benefit of the holders of former redevelopment agency enforceable obligations and the taxing entities that receive pass-through payments and distributions pursuant to Part 1.85 of AB 26. The DOF's directives, particularly as to mandated distributions to affected taxing entities, contravenes the requirement that the Trust Funds be administered for the benefit of holders of enforceable obligations and requires each Auditor-Controller to violate the fiduciary duties imposed on them by AB 26. (See Health & Safety Code §34177; 34182(c)(2); Exs. 2-5.)

- AB 26 does not provide the DOF with the authority or the right to issue so-called "Notices of Approval" of the entirety of a ROPS received by the DOF or to require that County Auditor-Controllers receive such Notices in order for the County Auditor-Controllers to distribute property taxes to Successor Agencies. First, the DOF does not have an absolute right to approve the enforceable obligations or the ROPS. DOF review is contingent on the DOF first timely exercising its right to request review of an Oversight Board's action within three business days of such Oversight Board action and is also contingent on DOF completing its review within the required 10-day period. (Health and Safety Code §34179(h).) Therefore, the DOF may not even have statutory jurisdiction over a given enforceable obligation or ROPS. Second, the DOF may either approve, or refrain from reviewing or objecting to a specific enforceable obligation included by an Oversight Board on the

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ROPS, yet may challenge other enforceable obligations included on the ROPS. (Health and Safety Code §34179(h).) Requiring the entire submitted ROPS to receive a so-called DOF "Notice of Approval" before any Trust Funds can be paid to Successor Agencies to pay any enforceable obligation will result in the default of enforceable obligations which have survived all of the levels of scrutiny set forth in AB 26.

- Although certain obligations listed on a particular ROPS may be disputed or questioned by the DOF, AB 26 prohibits the County Auditor-Controllers from withholding Trust Funds to Successor Agencies for payments on individual enforceable obligations that have been approved by the DOF, were not disputed or questioned by the DOF, or where the DOF failed to exercise its right of review within the applicable time periods set forth in Health and Safety Code section 34179(h).
- As to disputed enforceable obligations, there is nothing in AB 26 prohibiting the County Auditor-Controllers from sequestering Trust Funds pending the resolution of disputes. AB 26 requires such sequestering of Trust Funds because if such funds are not sequestered the very review and reconsideration process required by AB 26 for disputed enforceable obligations will be rendered meaningless because DOF has illegally instructed Auditor-Controllers to disburse the disputed Trust Funds to property tax taxing entities and there will no funds available to pay those disputed payments which survive the dispute and reconsideration process.

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- Debt service on bond funds for which former tax increment funds are pledged must be paid with Trust Funds because such Trust Funds are held in trust for the bondholders, because the bondholders have a first pledge and security interest in such Trust funds, and because AB 26 says so. (Health & Safety Code §34182(a)(2)(A).)
- As explained above, Trust Funds otherwise payable to Successor Agencies under AB 26 cannot be withheld because of DOF's last minute directive to Auditor-Controllers to impose a wholly unauthorized penalty which is neither mentioned in AB 26 nor consistent with its requirements.

23. The DOF's directives, if implemented by the County Auditor-Controllers, will cause Successor Agencies to be without the funds needed to pay, as required under AB 26, enforceable obligations which fall due during the ROPS I and ROPS II payment periods. This means Successor Agencies, including Petitioners, will be forced to default on important enforceable obligations and contractual requirements, including bond payments, settlement agreements, judgments, construction and project payments and the like. For example:

- The City of National City, as Successor Agency to its former redevelopment agency, is required to make a bond payment of approximately \$6,000,000 in August 2012. Without the required distribution of property taxes, the City of National City will be unable to make this payment. It will have been forced into a default that will damage bondholders and its credit rating and impede its ability to operate and implement AB 26.

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- The City of Imperial Beach, as Successor Agency to its former redevelopment agency, is required to make a bond payment of \$1,011,454.53 by May 25, 2012. Because the County failed to make the May 16, 2012 distribution for the payment of enforceable obligations on the ROPS I, the City of Imperial Beach could not use Trust Funds to make this payment. This means that such Successor Agency will not have sufficient funds for the enforceable obligations on the ROPS II. The DOF has not objected to or disapproved any enforceable obligations on the ROPS II since it was informed that it missed the 3 day deadline provided by AB 26 for reviewing such obligations. Despite the failure to comply with AB 26, and the fact that no enforceable obligation has been disapproved, the DOF still intends to have the County Auditor-Controller distribute property taxes to taxing entities that are instead required for the payment of such obligations. Without the required distribution of property taxes, the City of Imperial Beach will have been forced into a default that will damage its creditors and impede its ability to operate and implement AB 26.

- The City of Glendale, as Successor Agency to its former redevelopment agency, included approximately \$34,000,000 of enforceable obligations in its ROPS II. The DOF has objected to approximately \$22,000,000 of such obligations without adhering to the procedure established by AB 26. The DOF nonetheless intends to have the \$22,000,000 needed to pay for the enforceable obligations unlawfully distributed to affected taxing entities. Without the required distribution of property taxes for the payment of such obligations, the City of Glendale will have been forced into a default that will damage

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its creditors and impede its ability to operate and implement AB 26, which is the very default that the State Legislature expressly assured in AB 26 would not happen. (Health & Safety Code § 34167(f).)

24. The implementation of DOF's directives will deprive Successor Agencies, including Petitioners, of property tax distributions for:

- enforceable obligations approved by the DOF but included on a submitted ROPS that does not have a so-called DOF "Notice of Approval" by May 25;
- enforceable obligations to which the DOF has not objected nor requested review;
- enforceable obligations that the DOF requested to review but where the DOF did not timely complete its review;
- enforceable obligations which are under review but which have not been disapproved under the terms of AB 26; and
- enforceable obligations which are under dispute and/or reconsideration pursuant to AB 26 where the funds needed to pay for those payments which survive such process have already been distributed to taxing entities. (Exs. 2-5.)

AB 26 Clearly Provides For Bond Payments

25. Of all of the violations of AB 26 found in the DOF's directives, the violation regarding bond payments warrants special consideration. Public bonds have for years provided funding for municipal projects. Cities, Counties and the State have come to depend on them. The interest paid on such bonds affect the public coffers and credit rating of all governmental entities at every level of

1 government. They can have a significant impact on all budgets, including that State's budget. The
2 amount of interest rates paid by governmental entities varies with many factors. A significant factor,
3 however, is the ability to pay. This is why AB 26 expressly provides that all bond payments are to be
4 considered enforceable obligations. In fact, bond payments are the very top of the list of items
5 expressly defined as enforceable obligations. Health & Safety Code section 34171 provides:

6 “(d)(1) “ Enforceable obligation” means any of the following:

7 (A) Bonds . . . including the required debt
8 service, reserve set-asides, and any other payments required
9 under the indenture or similar documents governing the
10 issuance of the outstanding bonds of the former
11 redevelopment agency.”

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13 26. By expressly defining bond payments as enforceable obligations the Legislature
14 guaranteed that available Trust Funds would be disbursed for their payment. The DOF, however,
15 intends to breach this guaranty. Its directives require that property tax funds needed for bond
16 payments be denied if it determines that the bond proceeds were not used for what DOF deems to be
17 an acceptable purpose, even though there is no such authority given to DOF nor any such criteria
18 mentioned in AB 26. (Ex. 5.) Furthermore, it intends to require that some bond payments be made
19 from funds other than the very tax increment funds (now called property taxes and held in the Trust
20 Funds) that were pledged for such payments. (Ex. 5.)

21 27. This ignores the fact that AB 26 and all bond issuance documents require that debt
22 service be paid from the funds pledged for such purpose. Disapproving such use would result in a
23 violation of both AB 26 and the applicable bond covenants. DOF also ignores the multitude of
24 serious problems that will arise and add additional burdens to the State's taxpayers if Successor
25 Agencies default in their bond covenants to use Trust Funds to pay debt service, and to pay them from
26 the pledged tax increments (now Trust Funds).

27 28. Also ignored is the fact that the Trust Funds the DOF seeks to illegally order to be
28 distributed to affected entities have been pledged to bondholders for bond payments and in which

1 bondholders have a pre-AB 26 security interest. Further ignored is the mandate of Health & Safety
2 Code section 34183(a)(2) which expressly requires Auditor-Controllers to use Trust Funds to pay debt
3 service for bonds secured by tax increments as a first priority after AB 26 County administrative costs
4 and pre-AB 26 pass-through payments to taxing entities. Further ignored is the mandate of Health &
5 Safety Code section 34177 (1)(1)(e) which requires each ROPS to provide for enforceable obligations
6 to be paid from Trust Funds "when payment from property tax revenues is required by an
7 enforceable obligation." (Emphasis added) Bonds to be repaid from former tax increment funds as
8 well as many other enforceable obligations fall into that category.

9 29. The denial of Trust Funds needed for bond payments will be disastrous not only for the
10 Successor Agency but for the entire bond market in the State of California.

11 30. Petitioners are therefore entitled to a writ ordering the County Auditor-Controllers to
12 distribute property tax funds from the Trust Funds for payment of all bonds to which payment of such
13 funds are pledged as well as all other enforceable obligations for which no other funds area available
14 to the Successor Agencies. Petitioners are also entitled to an order enjoining the County Auditor-
15 Controllers from distributing to affected taxing entities property tax funds which are to be used to pay
16 approved enforceable obligations and to sequester sufficient funds so that disputed enforceable
17 obligations which survive the dispute and reconsideration process can be paid when due.

18
19 **A Further Money Grab**

20 31. The DOF has purportedly ordered each County Auditor-Controller to make an illegal
21 and unauthorized deduction from Trust Funds required by AB 26 to be paid to Successor Agencies on
22 June 1, 2012. Such deduction, which is nowhere authorized or even mentioned in AB 26 is based on
23 the faulty legal premise that tax increment paid to redevelopment agencies prior to their dissolution
24 are Trust Funds payable to Successor Agencies under AB 26. Such pre-AB 26 tax increment was
25 paid to redevelopment agencies under laws which are inapplicable to AB 26 procedures, and were at
26 that time prior to AB 26 to be used to pay indebtedness in accordance with a Statement of
27 Indebtedness which was lawfully applicable at the time but which ceased to be effective for any
28 purpose only on or after February 1, 2012. This illegal penalty is also apparently related to the

1 amount of enforceable obligations listed on ROPS I, which is the same period of time for which no
2 Trust Funds were released on May 16. Why the Successor Agencies should receive less money on
3 June 1 because of ROPS I enforceable obligations for which no money was distributed on May 16 is
4 also unexplained (Ex. 16.)

5 32. There is no support for this deduction anywhere in AB 26. It is nothing more than a
6 naked money grab. It warrants separate discussion from the many other violations of AB 26 because
7 it clearly shows that the DOF is only interested in squeezing as much revenue as possible without
8 concern for following the legal mandates of AB 26, the intent of the Legislature and the resulting
9 damage to communities.

10
11 **III.**

12 **FIRST CAUSE OF ACTION - PETITION FOR WRIT OF MANDATE**

13 (Code Civ. Proc. § 1085)

14 33. Petitioners hereby re-allege and incorporate by reference all of the above paragraphs.

15 34. This cause of action is brought, in the alternative so that, to the extent each or any of
16 the claims, causes of action, requested court orders, requested remedies and/or judgments are not
17 available or appropriately filed or brought as an injunction proceeding (e.g. Civ. Code § 3420),
18 Petitioners hereby requests that this Court review such matters and issues under Code of Civil
19 Procedure section 1085 as a petition for writ of mandate.

20 35. The County Auditor-Controllers violated AB 26 by failing to make the required May
21 16, 2012 distribution of property taxes to Successor Agencies, including Petitioners, for the payment
22 of enforceable obligations due through June 2012.

23 36. The DOF has directed the County Auditor-Controllers to deny Successor Agencies any
24 property tax distributions from the Trust Funds for enforceable obligations due to be paid in the July
25 through December 2012 period without so-called Notices of Approval issued by DOF by May 25.
26 Instead, the DOF has ordered that all Trust Funds to which the Successor Agencies may have been
27 entitled be distributed to affected taxing entities as regular property tax payments, even money that is
28 required to be paid for enforceable obligations which have been approved at every level of scrutiny

1 provided by AB 26. Once the property taxes are distributed there is no getting them back.

2 37. As a result, Successor Agencies will be irreparably damaged because they will be
3 without the funds needed to enforceable obligations which will have become due or which are due to
4 be paid prior to December 31, 2012. There is no further payment of Trust Funds to Successor
5 Agencies after June 1, 2012 until January 16, 2013. This means that Successor Agencies, including
6 Petitioners, will be forced to default on important enforceable obligations and contractual
7 requirements. For example:

- 8 • The Successor Agency to the former redevelopment agency of the City
9 of National City is required to make a bond payment from Trust Funds
10 of approximately \$6,000,000 in August 2012. Without the required
11 distribution of property taxes, the City of National City will be unable
12 to make this payment. It will have been forced into a default that will
13 damage bondholders and its credit rating and impede its ability to
14 operate and implement AB 26.

- 15 • The Successor Agency to the former redevelopment agency of the City
16 of Imperial Beach is required to make a bond payment from Trust
17 Funds of \$1,011,454.53 by May 25, 2012. Because the County failed
18 to make the May 16, 2012 distribution for the payment of enforceable
19 obligations on the ROPS I, the City of Imperial Beach Successor
20 Agency is not able to make this payment from Trust Funds as required
21 by AB 26. The DOF has not objected to nor disapproved any
22 enforceable obligations on the ROPS II or issued a letter of approval or
23 disapproval or denial of the ROPS II and has been informed that it
24 missed the 3 day deadline provided by AB 26 for reviewing such
25 obligations. Despite the failure to comply with AB 26, and the fact
26 that no enforceable obligation has been disapproved at any time, the
27 DOF still intends to have the County Auditor-Controller distribute to
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taxing entities the property taxes that are required for the payment of such obligations.

- The City of Glendale, as Successor Agency to its former redevelopment agency, included approximately \$34,000,000 of enforceable obligations in its ROPS II. The DOF has objected to approximately \$12,000,000 of such obligations without adhering to the procedure established by AB 26. The DOF nonetheless intends to have the \$22,000,000 million needed to pay for the enforceable obligations distributed to taxing entities. Without the required distribution of property taxes for the payment of such obligations, the City of Glendale will have been forced into a default that will damage its creditors and impede its ability to operate and implement AB 26.

38. The above constitutes a violation of AB 26 because:

- Petitioners are entitled to property tax Trust Fund distributions for each enforceable obligation approved by the Successor Agency and the Oversight Board and either approved by DOF or not subject or no longer subject to DOF review, and are so entitled irrespective of whether the DOF has chosen to issue a so-called Notice of Approval of the ROPS submitted by the Oversight Board;
- Petitioners are entitled to property tax distributions for enforceable obligations that were not objected to by the DOF;
- Petitioners are entitled to property tax distributions for enforceable obligations for which the DOF did not timely request a review;

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- Petitioners are entitled to property tax distributions for enforceable obligations the DOF requested to review but for which the review process was not completed within the required 10 days;
- the DOF has not followed the procedures established by AB 26 for disapproving enforceable obligations; and
- The DOF has no authority to order the County Auditor-Controllers to distribute or not distribute Trust Funds. Such distributions are the responsibility of Auditor-Controllers under AB 26.

39. There is no plain, speedy or adequate alternative remedy at law and the denial of property tax funds to which Successor Agencies are entitled for the payment of enforceable obligations will cause them, including Petitioners, irreparable harm.

40. Time is of the essence, in that without a writ of mandate ordering the required distribution of property taxes from the Trust Funds on June 1, 2012 for enforceable obligations entitled to payment, as explained above, and an injunction ordering the County Auditor-Controllers to not distribute to the taxing entities the property taxes for enforceable obligations presently being reviewed, the Successor Agencies will be left without the ability to pay the enforceable obligations. In the case of disputed enforceable obligations, the only method available to preserve the intent of AB 26 and the dispute and reconsideration process provided by AB 26 is the sequestration of sufficient funds until the final resolution of the enforceable obligations under review or dispute.

41. Petitioners have a beneficial interest in the outcome of this case. Without the required distributions and the requested sequestration of property tax funds on June 1, and without any further distribution of funds payable until January 16, 2013, Petitioners will be unable to pay the required critical enforceable obligations for the payment periods of ROPS I and ROPS II. They will be forced into defaults that will damage bondholders, credit ratings and creditors and impede their ability to

1 operate and implement AB 26.

2 42. Petitioners hereby request and pray that a writ of mandate be issued by this Court
3 ordering the required and requested distribution of property taxes to Successor Agencies, including
4 Petitioners, and the sequestration of property tax funds allocated to enforceable obligations presently
5 under review or dispute but which have not been disapproved in accordance with AB 26.

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7 **IV.**

8 **SECOND CAUSE OF ACTION – DECLARATORY RELIEF;**

9 **PRELIMINARY INJUNCTION; PERMANENT INJUNCTION**

10 (Civil Code §3420, Code of Civil Procedure §§526, 527 and CRC 3.1150)

11 43. Petitioners hereby re-allege and incorporate by reference all of the above paragraphs.

12 44. The County Auditor-Controllers violated AB 26 by failing to make the required May
13 16, 2012 distribution of property taxes to Successor Agencies, including Petitioners, for the payment
14 of enforceable obligations due through June 2012.

15 45. The DOF's directives to the County Auditor-Controllers violate AB 26 for the reasons
16 cited above.

17 46. Implementation of the DOF's directives will cause the Successor Agencies, including
18 Petitioners, irreparable damage because they will be without the funds needed to pay enforceable
19 obligations for the payment periods of ROPS I and ROPS II concluding on December 31, 2012, and
20 because no further Trust Funds will be available after the June 1 payment until January 16, 2013.
21 This means that Successor Agencies, including Petitioners, will be forced to default on important
22 enforceable obligations and contractual requirements, as explained above.

23 47. There is no plain, speedy or adequate alternative remedy at law and the denial of
24 property tax funds to which Successor Agencies, including Petitioners, are entitled for the payment of
25 July through December 2012 enforceable obligations will cause them irreparable harm.

26 48. Time is of the essence, in that without a writ of mandate ordering the required
27 distribution of property taxes from the Trust Funds on June 1, 2012 for the payment of enforceable
28 obligations entitled to be paid and an injunction ordering the County Auditor-Controllers not to

1 distribute to the taxing entities the property taxes for enforceable obligations presently being
2 reviewed, but which have not been denied, the Successor Agencies, including Petitioners, will be left
3 without the ability to pay the enforceable obligations described above. The sequestration of such
4 funds is required until the validity of the enforceable obligations under review is resolved.

5 49. Petitioners have a beneficial interest in the outcome of this case. Without the required
6 distributions, to the Successor Agencies, including Petitioners, and the requested sequestration of
7 property tax funds, the Successor Agencies, including Petitioners, will be unable to pay the required
8 enforceable obligations for the July to December 2012 period. They will be forced into defaults that
9 will damage bondholders, credit ratings and creditors as well as impeding their ability to operate and
10 implement AB 26.

11 50. An injunction and declaration of rights is sought to prevent the implementation of the
12 DOF's directives by the County Auditor-Controllers and to require the distribution of property taxes
13 for the valid July through December 2012 enforceable obligations and the sequestration of funds for
14 enforceable obligations presently under review but which have not been disapproved in accordance
15 with AB 26.

16 V.

17 PRAYER FOR RELIEF

18 WHEREFORE, Petitioners respectfully pray for judgment as follows:

- 19 1. That this Court issue a writ of mandate order requiring:
- 20 a. the distribution of property tax funds from the Trust Funds to the Successor
21 Agencies for the payment of each valid enforceable obligation for the payment
22 periods of ROPS I and ROPS II ending December 31, 2012, notwithstanding
23 any purported order, rule, promulgation or directive of the DOF or any Auditor-
24 Controller to the contrary, including but not limited to each enforceable
25 obligation which has been (i) approved by the Successor Agency and the
26 Oversight Board and (ii) either approved by DOF, or not timely objected to or
27 not timely disapproved by DOF during a 10 calendar day review period, or not
28 subject to DOF review or no longer subject to DOF review, and including bond

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debt service payments and payments of other enforceable obligations to which Trust Funds are pledged;

- b. the sequestration by each Auditor-Controller of sufficient Trust Funds for the payment of enforceable obligations for the payment periods of ROPS I and ROPS II ending December 31, 2012 that are presently under dispute until the resolution of the dispute, and the distribution to the Successor Agency from such sequestered funds of sufficient funds to pay such disputed enforceable obligations to the extent they have been administratively or judicially resolved in favor of the Successor Agency and the holder of such obligation; and
- c. an accounting and reimbursement of diverted property tax funds, if any, that were required to have been distributed to Successor Agencies on May 16, 2012.

2. That this Court issue a permanent injunction or, in lieu thereof, set a hearing for a preliminary injunction as to said distribution and sequestration.

3. That, to the extent that legal proceedings brought under the aforementioned writ of mandate and/or injunction might not be available to afford Petitioners the remedies requested and required, Petitioners also plead that this Court issue one or more stays as to the implementation and application of the DOF's directives by each respective Respondent and Defendant, and/or one or more orders rescinding, setting aside and invalidating all or part of the actions, findings, determinations, actions or decision(s) of Respondents and Defendants which implement or apply such directives, as proven at trial or hearing on this matter;

4. That this Court order the Respondents and Defendants to not implement and enforce or seek to implement and enforce said DOF directives until such time as Petitioners' above claims can be adjudicated by this Court to preserve the *status quo*.

5. As to the claims for declaratory relief and injunctive relief, that this Court order, describe and declare the following:

- a. the DOF has no authority to order the County Auditor-Controllers to not distribute to Successor Agencies, including Petitioners, any Trust Funds that Petitioners may otherwise be entitled to for the payment

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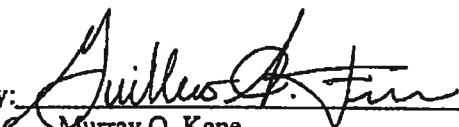
of enforceable obligations;

- b. Petitioners are entitled to property tax distributions for enforceable obligations approved by or not objected to by the DOF;
- c. Petitioners are entitled to property tax distributions for enforceable obligations that the DOF did not timely request to review;
- d. Petitioners are entitled to property tax distributions for enforceable obligations the DOF requested to review but for which the review was not completed within the required 10 days;
- e. the DOF has not followed the procedures established by AB 26 for the processing of enforceable obligations, as proven at trial; and
- g. that Defendants and Respondents refrain from implementing any procedure which conflicts with the legal requirements of AB 26 and shall abide by the proper interpretation and application of the law(s) which are the subject of this lawsuit.

6. For such other and further relief as the Court deems just and proper.

Dated: 5/22, 2012.

KANE, BALLMER & BERKMAN

By: 
 Murray O. Kane
 Guillermo A. Frias
 Edward Kang
 Attorneys for Plaintiffs and Petitioners

Subject: GG-Site C & DOF

From: drose3@charter.net

Date: Tue, 5 Jun 2012 19:22:32 +0000

To: "Matt Reid" <matt.reid@landanddesign.com>, "Matt Fertal" <mattf@ci.garden-grove.ca.us>

CC: "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Greg Blodgett" <greg1@ci.garden-grove.ca.us>, "David Rose" <drose3@hotmail.com>

Matt:

Thank you for taking the time to meet with Matt and I this morning regarding our DDA for Site C in the City of Garden Grove.

I apologize if I might have been combative, as that was definitely NOT my intention.

My intention is to want to strike while the iron is hot and/or while the stars are starting to align (especially after having waded through the bad times over the past year and a half+), of course, other than the State of California's actions.

I think that both Matt and I are happy to wait a few weeks, but don't want to wait too long before also starting on a concurrent or other action(s) for the site, especially if you're going to be adopting a Development Agreement as a last part of the entitlements anyways.

As indicated, I've been told by multiple litigation firms that litigating the constitutionality or any other part of AB1x26 is something that the Agency/City should be doing and not us, and that if we're going to be litigating its for the death of the Project, of which, at present, we have ZERO interest in pursuing and would rather work on other alternatives, etc.

I've just gotten off the phone with David Robinson, whom I've met, as he previously deposed me in a lawsuit involving Gardenwalk, and am going to attempt to meet with him later this week or early next week at the latest.

My only concern in going down this route and based solely upon their actions, cut and paste responses and overall hubris of the DOF, I think that nothing short of an injunction will stop them and/or get them to acknowledge any of Garden Grove's DDA's as enforceable obligations.

However, we await your meeting with Tom Clark, the Oversight Committee action(s) and "potential" subsequent response from the DOF, and look forward to working with the City on our existing deal and/or outside of the box to potentially coming up with another deal in the same spirit of our existing contract.

Please advise.

Thanks.

Dave Rose

Sent via BlackBerry by AT&T

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Mon, 14 May 2012 14:04:07 -0700

To: Matt Fertal<mattf@ci.garden-grove.ca.us>
Cc: Paul Guerrero<paulg@ci.garden-grove.ca.us>; Dave Rose<drose3@charter.net>; Chris D'Avignon<c.davignon@landanddesign.com>; Greg Blodgett<greg1@ci.garden-grove.ca.us>
Subject: Re: State of CA

As of the 10th of May, what is the latest from the State?

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/user/matthew.reid.ca)
matt.reid@landanddesign.com

On May 4, 2012, at 11:18 AM, Matt Fertal wrote:

Matt,

We definitely share your frustration. The State has put us all in to a terrible holding pattern. We are diligently working through this as best we can. The entitlements are moving as expeditiously as possible. This is a very ambitious development program. Its like squeezing 15 pounds in a 5 pound bag. No one is disagreeing with the development program, but it does carry with it very complex development and environmental issues. I think the land assembly has gone extremely well and I am confident that the remaining three parcels will be acquired and included into the development scheme.

I did mention to Greg, that the City remains committed to this project and will consider alternatives to assisting in this development should the State DOF fail to recognize the DDA as an Enforceable Obligation. Although I understand the time sensitivity of all the parties, its best to allow the State DOF process play out before we try to memorialize any other alternative.

The 10 day review by the State DOF expires May 10th. We have been forwarding to them numerous documents. We can circle back with an update at the end of next week. Again, despite these challenges, the City remains extremely committed to this project and will do what ever it takes to make this project a reality.

Please call me if you have further questions or concerns.

Matt

From: "Matthew Reid" <matt.reid@landanddesign.com>
To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>
Cc: "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Matt Fertal" <mattf@postrat.ci.garden-grove.ca.us>, "Dave Rose" <drose3@charter.net>, "John Wong" <jwong@hfsc4.com>, "Chris D'Avignon" <c.davignon@landanddesign.com>

Sent: Friday, May 4, 2012 10:01:52 AM

Subject: State of CA

Pursuant to our conversation yesterday, WE and our potential co-development partner and investor, Singpoli Group, are getting extremely anxious, nervous about the State of CA delays in responding, or not responding as the case may be, to the Agency's positive decision that our DDA is in fact an enforceable obligation. We have only received verbal updates from the City/Agency and have requested some update/status/position statement/etc..... in writing now for several weeks. Due to the severity and impact this issue is having on our ability to get this project going, we need something, more than our word, to provide to investors, co-developers to provide surety the project is moving forward. To date, we've received a copy of the letter from the State of CA which is generic and, frankly, really doesn't help.

Gentlemen, with all do respect, you must understand. These investors are going to be putting in Millions of dollars into this project. This will not happen unless we get some solidification to the LAND CONTROL, ENTITLEMENTS and THE STATE OF CA (enforceable obligation status). Without one of these, we don't have a project.

We are unable to do any marketing and/or solicitation on EB-5 financing until all 3 of these are in place and cannot be removed. As you know, even Sunbelt is waiting to hear on the agreements validity before furthering a land lease deal with us.

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Time is going to kill this deal! The entitlements are running dramatically behind schedule, the land control is behind schedule and we have no clarity as to what the State is going to do. This is not a convincing position when describing our project. Even today, we are learning the TEA Certification (Target Employment Area for EB-5 financing) and designation through USCIS (United States Customs and Immigration Service) requirements are changing and could effect our ability to pursue this avenue of financing. We may need your help getting this designation.

We need to get some "solid ground" under this project and fast. The timing is good for this project, however that timing is slipping away.

I will look into TEA certification and how you can help.

Let me know your thoughts.

Thanks

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/user/matthew.reid.ca)
matt.reid@landanddesign.com

NOTE: This message was trained as non-spam. If this is wrong, please correct the training as soon as possible.

Subject: Fw: GG-Site C
From: drose3@charter.net
Date: Tue, 5 Jun 2012 22:13:42 +0000
To: "Matt Reid" <matt.reid@landanddesign.com>
CC: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>

See below...Robinson's firm can't/won't work with us.
Sent via BlackBerry by AT&T

From: "David Robinson" <d Robinson@enterprisecounsel.com>
Date: Tue, 5 Jun 2012 14:43:26 -0700
To: <drose3@charter.net>
Subject: RE: GG-Site C

David,

Thanks for your interest in our firm's services. After speaking with Mr. Rigby, for a variety of reasons we must pass this time.

Please keep us in mind for your possible future legal needs.

Kind regards,



David A. Robinson, Esq.
Managing Partner
ENTERPRISE COUNSEL GROUP
A Law Corporation
Three Park Plaza, Suite 1400
Irvine, California 92614
Telephone: (949) 833-8550
Fax: (949) 833-8540
d Robinson@enterprisecounsel.com
www.enterprisecounsel.com

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IRS CIRCULAR 230 NOTICE. Pursuant to requirements related to practice before the Internal Revenue Service, any tax advice contained in this communication (including any attachments) is not intended to constitute a "covered opinion" within the meaning of Circular 230 Section 10.35, unless expressly so stated. Moreover, any tax advice contained in this communication (including any attachments) is not intended to be used, and cannot be used, for purposes of: (1) avoiding penalties imposed under the United States Internal Revenue Code; or (2) promoting, marketing, or recommending to another person any tax-related matter.

From: drose3@charter.net [mailto:drose3@charter.net]
Sent: Tuesday, June 05, 2012 1:18 PM
To: David Robinson
Cc: Matt Reid; David Rose
Subject: GG-Site C

Thanks.

I look forward to opportunity of meeting with you.

Please feel free to contact me either via email and/or my cell @ (951) 323-4543.

Please advise.

Thanks.

Dave
Sent via BlackBerry by AT&T

From: "David Robinson" <d robinson@enterprisecounsel.com>
Date: Tue, 5 Jun 2012 11:54:15 -0700
To: <drose3@charter.net>
Subject: Contact Info

David,

Nice speaking with you. As promised, our firm's contact info is below. Once I have yours, I'll contact Trae and ask for permission to proceed.

All the best,



David A. Robinson, Esq.
Managing Partner
ENTERPRISE COUNSEL GROUP
A Law Corporation
Three Park Plaza, Suite 1400

Irvine, California 92614
Telephone: (949) 833-8550
Fax: (949) 833-8540
drobinson@enterprisecounsel.com
www.enterprisecounsel.com

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Subject: David Robinson's Firm, Garden Grove & AB1x26

From: drose3@charter.net

Date: Tue, 5 Jun 2012 23:40:46 +0000

To: "Matt Reid" <matt.reid@landanddesign.com>, "Matt Fertal" <mattf@ci.garden-grove.ca.us>

CC: "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Greg Blodgett" <greg1@ci.garden-grove.ca.us>, "David Rose" <drose3@hotmail.com>

Greg/Matt:

Please be advised that per Greg's previous suggestion, after today's meeting with Staff and upon reading his draft letter, I contacted David Robinson, McWhinney's attorney, in an attempt to schedule a meeting with him to better understand their strategy and propose to potentially work together with him and McWhinney in an effort in getting our mutual projects through the DOF.

Unfortunately, McWhinney has decided that it is NOT in their personal interests to work co-operatively with us and/or anyone else, specifically utilizing the same attorney in our efforts with the DOF.

This kind of becomes problematic for us, as it leaves us to either fend for ourselves, work with other developers in and/or outside of Garden Grove, and/or depend solely upon the City to deal with the DOF.

We await your meeting with Tom Clark, the Oversight Committee action(s) and "potential" subsequent response from the DOF, and look forward to working with the City on our existing deal and/or outside of the box to potentially coming up with another deal in the same spirit of our existing contract.

Please advise.

Thanks.

Dave

Sent via BlackBerry by AT&T

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Mon, 14 May 2012 14:04:07 -0700

To: Matt Fertal<mattf@ci.garden-grove.ca.us>

Cc: Paul Guerrero<paulg@ci.garden-grove.ca.us>; Dave Rose<drose3@charter.net>; Chris D'Avignon<c.davignon@landanddesign.com>; Greg Blodgett<greg1@ci.garden-grove.ca.us>

Subject: Re: State of CA

As of the 10th of May, what is the latest from the State?

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/user/matthew.reid)

matt.reid@landanddesign.com

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Please call me if you have further questions or concerns.

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To: "Greg Blodgett" <greg1@ci.garden-grove.ca.us>
Cc: "Paul Guerrero" <paulg@ci.garden-grove.ca.us>, "Matt Fertal" <mattf@postrat.ci.garden-grove.ca.us>, "Dave Rose" <drose3@charter.net>, "John Wong" <jwong@hfsc4.com>, "Chris D'Avignon" <c.davignon@landanddesign.com>
Sent: Friday, May 4, 2012 10:01:52 AM
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matt.reid@landanddesign.com

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Meeting tomorrow

Subject: Meeting tomorrow

From: "Matthew Reid (Land & Design)" <matt.reid@landanddesign.com>

Date: Mon, 11 Jun 2012 16:23:40 -0700

To: Greg Blodgett <Greg1@ci.garden-grove.ca.us>, Matt Fertal <mattf@postrat.ci.garden-grove.ca.us>, Paul Guerrero <paulg@garden-grove.org>

Do you need anything from me for tomorrows meeting? Also, per our conversation, would you please send me the agenda, staff report and anything else?

Sent from my iPad

Matthew W Reid

619.335.5896 Google voice | 619.462.4144 f

Skype - matthew.reid.ca

Subject: TOT spreadsheets

From: Matthew Reid <matt.reid@landanddesign.com>

Date: Mon, 11 Jun 2012 18:59:14 -0700

To: Paul Guerrero <paulg@ci.garden-grove.ca.us>, Greg Blodgett <greg1@ci.garden-grove.ca.us>

Would you send me over your latest spreadsheets we were working on regarding the calculation method for TOT and revenue sharing for the DDA?

I'm looking for mine, however don't seem to have the one that is in the DDA.

Please forward over.

Thanks

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

Subject:

From: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Date: Tue, 12 Jun 2012 14:53:11 -0700 (PDT)

To: "Matthew Reid (Land & Design)" <matt.reid@landanddesign.com>

CC: Paul Guerrero <paulg@ci.garden-grove.ca.us>

Greg Blodgett
SR Project Manager
City of Garden Grove
Economic Development

Site C Covenant Consideration Computation Example Fin (6) 06.08.2011 Send Matt for Review 06.12.2012.xls

Content-Type: application/vnd.ms-excel
Content-Encoding: base64

**ANNUAL UPPER UPSCALE HOTEL COVENANT CONSIDERATION =
58% TOT + 50% (REMAINING REVENUES - 14.29% OF AGENCY IMPROVEMENT COST BUT NOT LESS THAN ZERO (0)).**

TOTAL COVENANT CONSIDERATION COMPUTATION EXAMPLE

ASSUME THE FOLLOWING HYPOTHETICAL ASSUMPTION WITH REGARD TO THE UPPER UPSCALE HOTEL:

Stabilized
\$180
370
70%

Description:	Output:
ADR	\$180
Number of Rooms	370
Occupancy Rate	70%
Total Agency Improvement Costs	\$15,800,000
Total Development Value	\$81,000,000
Total Annual Sales Tax Revenues	\$7,530,000
14.29% of Agency Improvement Costs	\$2,257,143

Year	Total Transient Occupancy Tax Revenues	58% Transient Occupancy Tax Revenues Per Section 409 (a)
1	\$2,212,119	\$1,283,029
2	\$2,278,483	\$1,321,520
3	\$2,346,837	\$1,361,165
4	\$2,417,242	\$1,402,000
5	\$2,489,759	\$1,444,060
6	\$2,564,452	\$1,487,382
7	\$2,641,386	\$1,532,004
8	\$2,720,627	\$1,577,964
9	\$2,802,246	\$1,625,303
10	\$2,886,314	\$1,674,062
11	\$2,972,903	\$1,724,284
12	\$3,062,090	\$1,776,012
13	\$3,153,953	\$1,829,293
14	\$3,248,571	\$1,884,171
15	\$3,346,028	\$1,940,697
16	\$3,446,409	\$1,998,917
17	\$3,549,802	\$2,058,885
18	\$3,656,296	\$2,120,651
19	\$3,765,985	\$2,184,271
-	\$3,878,964	\$2,249,799

Net Tax Increment Revenues (70%)	Total Sales Tax Revenues	Total (42% of Transient Occupancy Tax Revenues + Net Tax Increment)	Grand Total ((42% OF TOT) + TI + F&B) Revenues	14.29% of Agency Improvement Costs	Amount Applied to Agency Improvement Costs
\$567,000	\$75,300	\$1,571,390	\$2,854,419	\$2,257,143	\$1,571,390
\$578,340	\$76,806	\$1,612,109	\$2,933,629	\$2,257,143	\$1,612,109
\$589,907	\$78,342	\$1,653,920	\$3,015,086	\$2,257,143	\$1,653,920
\$601,705	\$79,909	\$1,696,856	\$3,098,856	\$2,257,143	\$1,696,856
\$613,739	\$81,507	\$1,740,945	\$3,185,006	\$2,257,143	\$1,740,945
\$626,014	\$83,137	\$1,786,221	\$3,273,603	\$2,257,143	\$1,786,221
\$638,534	\$84,800	\$1,832,716	\$3,364,720	\$2,257,143	\$1,832,716
\$651,305	\$86,496	\$1,880,464	\$3,458,428	\$1,880,464	\$1,880,464
\$664,331	\$88,226	\$1,929,500	\$3,554,803	\$1,929,500	\$1,929,500
\$677,617	\$89,990	\$1,979,860	\$3,653,922	\$95,880	\$95,880
\$691,170	\$91,790	\$2,031,579	\$3,755,863	\$0	\$0
\$704,993	\$93,626	\$2,084,697	\$3,860,709	\$0	\$0
\$719,093	\$95,499	\$2,139,252	\$3,968,544	\$0	\$0
\$733,475	\$97,409	\$2,195,283	\$4,079,455	\$0	\$0
\$748,144	\$99,357	\$2,252,833	\$4,193,530	\$0	\$0
\$763,107	\$101,344	\$2,311,943	\$4,310,861	\$0	\$0
\$778,369	\$103,371	\$2,372,657	\$4,431,542	\$0	\$0
\$793,937	\$105,438	\$2,435,019	\$4,555,671	\$0	\$0
\$809,816	\$107,547	\$2,499,076	\$4,683,347	\$0	\$0
\$826,012	\$109,698	\$2,564,875	\$4,814,674	\$0	\$0

Total Development \$81,000,000
 Total Sales for \$7,530,000

Total Agency Cost \$15,800,000

Total Development \$81,000,000

0.4

14.29% of	Total Tax Increment Revenues (70%)	Total for Food & Beverage Revenues	Grand Total Revenues (TOT + TI + F&B)		58% TOT Per Section 409 (a)	Total Agency Cost	Remainder of Total Revenues	50% of Remaining Revenues
\$2,257,143	\$567,000	\$75,300	\$2,854,419		\$1,283,029	\$2,257,143	(\$685,753)	\$0
\$2,257,143	\$578,340	\$76,806	\$2,933,629		\$1,321,520	\$2,257,143	(\$645,034)	\$0
\$2,257,143	\$589,907	\$78,342	\$3,015,086		\$1,361,165	\$2,257,143	(\$603,223)	\$0
\$2,257,143	\$601,705	\$79,909	\$3,098,856		\$1,402,000	\$2,257,143	(\$560,287)	\$0
\$2,257,143	\$613,739	\$81,507	\$3,185,006		\$1,444,060	\$2,257,143	(\$516,198)	\$0
\$2,257,143	\$626,014	\$83,137	\$3,273,603		\$1,487,382	\$2,257,143	(\$470,922)	\$0
\$2,257,143	\$638,534	\$84,800	\$3,364,720		\$1,532,004	\$2,257,143	(\$424,427)	\$0
\$1,880,464	\$651,305	\$86,496	\$3,458,428		\$1,577,964	\$1,880,464	\$0	\$0
\$1,929,500	\$664,331	\$88,226	\$3,554,803		\$1,625,303	\$1,929,500	\$0	\$0
\$95,880	\$677,617	\$89,990	\$3,653,922		\$1,674,062	\$95,880	\$1,883,980	\$941,990
\$0	\$691,170	\$91,790	\$3,755,863		\$1,724,284	\$0	\$2,031,579	\$1,015,790
\$0	\$704,993	\$93,626	\$3,860,709		\$1,776,012	\$0	\$2,084,697	\$1,042,349
\$0	\$719,093	\$95,499	\$3,968,544		\$1,829,293	\$0	\$2,139,252	\$0
\$0	\$733,475	\$97,409	\$4,079,455		\$1,884,171	\$0	\$2,195,283	\$0
\$0	\$748,144	\$99,357	\$4,193,530		\$1,940,697	\$0	\$2,252,833	\$0
\$0	\$763,107	\$101,344	\$4,310,861		\$1,998,917	\$0	\$2,311,943	\$0
\$0	\$778,369	\$103,371	\$4,431,542		\$2,058,885	\$0	\$2,372,657	\$0
\$0	\$793,937	\$105,438	\$4,555,671		\$2,120,651	\$0	\$2,435,019	\$0
\$0	\$809,816	\$107,547	\$4,683,347		\$2,184,271	\$0	\$2,499,076	\$0
\$0	\$826,012	\$109,698	\$4,814,674		\$2,249,799	\$0	\$1,629,165	\$0

Total City Revenue	Total Developer Revenue	Total Developer Share	
\$2,257,143	\$1,283,029		\$1,283,029
\$2,257,143	\$1,321,520		\$1,321,520
\$2,257,143	\$1,361,165		\$1,361,165
\$2,257,143	\$1,402,000		\$1,402,000
\$2,257,143	\$1,444,060		\$1,444,060
\$2,257,143	\$1,487,382		\$1,487,382
\$2,257,143	\$1,532,004		\$1,532,004
\$1,880,464	\$1,577,964		\$1,577,964
\$1,929,500	\$1,625,303		\$1,625,303
\$1,037,870	\$2,616,052		\$2,616,052
\$1,015,790	\$2,740,073		\$2,740,073
\$1,042,349	\$2,818,361		\$2,818,361
\$2,139,252	\$1,829,293	\$0	\$1,829,293
\$2,195,283	\$1,884,171	\$0	\$1,884,171
\$2,252,833	\$1,940,697	\$0	\$1,940,697
\$2,311,943	\$1,998,917	\$0	\$1,998,917
\$2,372,657	\$2,058,885	\$0	\$2,058,885
\$2,435,019	\$2,120,651	\$0	\$2,120,651
\$2,499,076	\$2,184,271	\$0	\$2,184,271
\$2,564,875	\$2,249,799	\$0	\$2,249,799

Subject: Entitlement Schedules
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Mon, 9 Jul 2012 12:13:02 -0700
To: Greg Blodgett <gregl@ci.garden-grove.ca.us>

You were going to send over the Entitlement schedule.

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/user/matthew.reid.ca)
matt.reid@landanddesign.com

Subject: Re: Entitlemnet Schedules
From: Matthew Reid <matr@Oppidan.com>
Date: Fri, 13 Jul 2012 17:18:39 +0000
To: Greg Blodgett <greg1@ci.garden-grove.ca.us>

Haven't heard from you on this.....

On Jul 9, 2012, at 12:13 PM, Matthew Reid wrote:

You were going to send over the Entitlement schedule.

Matthew Reid

Land & Design, Inc.

8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942

619.335.5896 Google voice | 619.462.4144 fax

Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)

matt.reid@landanddesign.com

PastedGraphic-1.tiff	Content-Description: PastedGraphic-1.tiff
	Content-Type: image/tiff
	Content-Encoding: base64

Matthew Reid

6450 Via Del Oro

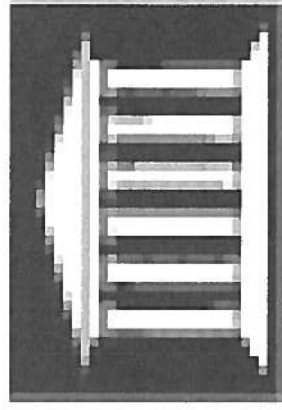
San Jose, CA 95119

Direct: 619/335-5896

Fax: 619/462-4144

matr@oppidan.com

www.oppidan.com



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Subject: Re: SITE C – ENTITLEMENT SCHEDULE – Published Date: 07.17.2012 (FINAL)
From: Matthew Reid <matt.reid@landanddesign.com>
Date: Thu, 19 Jul 2012 16:38:53 -0700
To: Greg Blodgett <greg1@zimbra.ci.garden-grove.ca.us>

Nothing was attached....send again please.

Matthew Reid

Land & Design, Inc.
8130 La Mesa Blvd | Suite 808 | La Mesa, CA 91942
619.335.5896 Google voice | 619.462.4144 fax
Skype – [matthew.reid.ca](https://www.skype.com/people/matthew.reid.ca)
matt.reid@landanddesign.com

On Jul 18, 2012, at 1:00 PM, Greg Blodgett wrote:

Sorry the delay

Sent from my iPhone

Begin forwarded message:

From: Paul Guerrero <paulg@ci.garden-grove.ca.us>
Date: July 18, 2012 12:35:38 PM PDT
To: Jayna.Morgan@aecom.com, focusengring@sbcglobal.net, Wendy.Yang@aecom.com, Greg Blodgett <greg1@ci.garden-grove.ca.us>, Paul Guerrero <paulg@ci.garden-grove.ca.us>, Karl Hill <karlh@ci.garden-grove.ca.us>, Maria Parra <mariap@ci.garden-grove.ca.us>
Subject: SITE C – ENTITLEMENT SCHEDULE – Published Date: 07.17.2012 (FINAL)

Hello Jayna, Charlie, Wendy, and Maria,

Attached is the final schedule.

Thanks
Paul